

**City of Cambridge  
File No. 10007**

**Request for Proposals for Disparity Study in Relation to Establishing a  
Sheltered Market for Goods and Services in Compliance with M.G.L. c. 30B,  
section 18**

Sealed proposals will be received at the Office of the Purchasing Agent, Room 303, City Hall, 795 Massachusetts Avenue, Cambridge Massachusetts 02139 prior to **11:00 a.m. on Thursday, December 2<sup>nd</sup>, 2021** for providing the following services to the City of Cambridge:

The City of Cambridge is seeking a vendor to perform a comprehensive **Disparity Study in Relation to Establishing a Sheltered Market for Goods and Services in Compliance with M.G.L. c. 30B, section 18 for the City of Cambridge.**

This RFP may be downloaded from the City's website: [www.cambridgema.gov](http://www.cambridgema.gov), online services, Purchasing Bid List, Regular RFP, **File No. 10007**. The City reserves the right to reject any or all proposals, in whole or in part, waive any minor informalities in the proposal process, and accept the proposal deemed to be in the best interest of the City.

**There must be no mention of the applicant's fee in the technical, non-price proposal. Any mention of the fee in the technical, non-price proposal will subject the proposal to rejection.**

Questions from proposers concerning the Request for Proposals must be submitted in writing **by 11:00 a.m. on Wednesday, November 17<sup>th</sup>, 2021**, to Elizabeth Unger, by email at: **Purchasing@cambridgema.gov**. Answers to substantive questions posed by proposers will be posted in the form of addenda. Proposers are responsible for checking the City's website regularly for addenda. The City shall not notify proposers individually of addenda.

Two (2) **separate sealed envelopes**, one (1) **sealed envelope containing one (1) original and five (5) copies of the non-price technical proposal** marked "Request for Proposal – File No. 10007 Request for Proposals for Disparity Study for the City of Cambridge - Non-Price Proposal" and one (1) **sealed envelope containing the price proposal** marked "Price Proposal File No. 10007 - Request for Proposals for Disparity Study in Relation to Establishing a Sheltered Market for Goods and Services in Compliance with M.G.L. c. 30B, section 18" must be received by Elizabeth Unger, Purchasing Agent, City of Cambridge Purchasing Department, **Room 303**, 795 Massachusetts Avenue, Cambridge, Massachusetts 02139 prior to **11:00 a.m. on Thursday, December 2<sup>nd</sup>, 2021**. Any proposals received after such time will not be accepted, unless the date and time has been changed by addendum. Delivery to any other office or department does not constitute compliance with this paragraph, unless the proposals are received by the Purchasing Agent by the established deadline. Some commercial couriers fail to deliver to the Purchasing Department as required. Proposers are encouraged to confirm delivery was made to Room 303.

Elizabeth Unger  
Purchasing Agent

**Confidentiality and Public Records Law**

All proposals or other materials submitted by the vendor in response to this Request for Proposal will be open for inspection by any person in accordance with the Massachusetts Public Records Law.

**FILE NO. 10007 RFP for Disparity Study in Relation to Establishing a Sheltered Market for Goods and Services in Compliance with M.G.L. c. 30B, section 18 for the City of Cambridge; SUBMIT PROPOSAL PRIOR TO: 11:00 a.m. on Thursday, December 2, 2021.**

This request for proposal process and the award of the contract are made in conformity with M.G.L. c. 30B, section 6 unless otherwise stated. See below for General Terms and Conditions that shall become part of any Contract awarded through this Request for Proposal.

**Terms and Conditions**

The terms and conditions of any contract awarded through this procurement are attached hereto and shall be affirmed by the City and selected proposer.

1. The proposer's bid shall remain in effect for a period of 120 days from the deadline for submission of proposals or until it is formally withdrawn, a contract executed, or this RFP is canceled, whichever occurs first.
2. The Purchasing Agent shall cancel the contract if funds are not appropriated and available to support continuation of performance in any fiscal year.
3. A sample contract is attached hereto. The proposer **must** be willing to sign the City's contract. The City will not accept a proposer's terms & conditions. Do not submit a proposal unless your firm is willing to execute the attached contract.
4. Rule for Award: The City will award a contract to the proposer submitting the most advantageous proposal taking into consideration the proposal's Quality Requirements, Evaluation Criteria and composite ratings, references, and price. The City reserves the right to reject any and all proposals in whole or in part and to award the contract to the proposal determined most advantageous.
5. Rates must remain firm or be reduced throughout the life of the contract. A Contract will be awarded within 120 days unless award date is extended by consent of all parties concerned.
6. The City of Cambridge Living Wage Ordinance is applicable. The current living wage rate is \$16.65 per hour (the ordinance is attached).
7. The contract period shall commence on the date of execution of the contract by the City of Cambridge or soon thereafter. The City reserves the right, in its sole discretion, to extend the life of the contract at any time if the City deems in its sole discretion that extension is in the City's best interest.
8. The City's Truck Safety Ordinance is applicable. Proposers shall comply with the City's Truck Safety Ordinance.
9. Payment for services under the contract shall be made at the completion of the contract or at specified milestones (if any) listed in the scope of work.

**NAME OF PROPOSER:** \_\_\_\_\_

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TO: Elizabeth Unger, Purchasing Agent      PH: (617)349-4310    FX: (617)349-4008  
795 Massachusetts Avenue, Room 303  
Cambridge, MA 02139

The undersigned certifies that this proposal is made without collusion with any other person, firm or corporation making any other proposal or who otherwise would make a proposal. The undersigned agrees to furnish the commodity or services in strict accordance with the proposal documents, which consist of this Request for Proposals and all attachments hereto. **The submitted proposal must be without conditions, exceptions, or modifications to the proposal document.**

The proposal and all documents submitted with it are public records. This request for proposal process and the award of the contract are made in conformity with M.G.L. c. 30B, section 6, unless otherwise stated. See other side of this form for General Terms and Conditions that shall become part of any Contract awarded through this Request for Proposal.

**This proposal includes addenda numbered:** \_\_\_\_\_

**SIGNATURE OF PROPOSER:** \_\_\_\_\_

**NAME PRINTED:** \_\_\_\_\_

**TITLE OF SIGNATORY:** \_\_\_\_\_

**ADDRESS OF PROPOSER:** \_\_\_\_\_

**TELEPHONE NUMBER:** \_\_\_\_\_ **FAX NUMBER:** \_\_\_\_\_

**EMAIL ADDRESS:** \_\_\_\_\_

Please check one of the following and insert the requested information:

( ) Corporation, incorporated in the State of: \_\_\_\_\_

( ) Partnership. Names of partners: \_\_\_\_\_

( ) Individual: \_\_\_\_\_

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**LAWS:**

**GENERAL TERMS AND CONDITIONS**

All deliveries shall conform in every respect with all applicable laws of the Federal government, Commonwealth of Massachusetts and City of Cambridge.

**EQUAL  
OPPORTUNITY:**

The Vendor in the performance of the contract shall not discriminate on the grounds of race, color, religious creed, national origin or ancestry, age, disability, sexual orientation, marital status, family status, military status, source of income, or sex in employment practices or in the selection or retention of subcontractors, and in the procurement of materials or rental of equipment. The City may cancel, terminate or suspend the contract in whole or in part for any violation of this paragraph

**TAXES:**

Purchases made by the City are exempt from the payment of Federal excise tax and the payment of Commonwealth of Massachusetts sales tax (except for gasoline) and any such taxes must not be included in the bid prices.

**QUANTITIES:**

Unless otherwise stated, the quantities set forth herein are ESTIMATES ONLY. The City reserves the right to purchase the commodity(ies) specified in any amount less than the estimated amount.

**BID PRICES:**

Bid prices shall include transportation and delivery charges fully prepaid to the City of Cambridge destination. Where the unit price and the total price are at variance, the unit price will prevail.

**PAYMENT SCHEDULE:**

Payment shall be in accordance with milestones specified in the scope of work. The City shall not prepay for goods or services.

**DELIVERY AND  
PACKAGING:**

Deliveries must be made in such quantities as called for in the purchase order and in the manufacturer's original packages. All deliveries must be **"inside" delivery with no assistance from City personnel. Tailgate deliveries will not be accepted.** Rejected material will be returned to the vendor at the vendor's expense.

**MODIFICATION OF BIDS:**

Prior to bid opening, a bidder may correct, modify or withdraw its bid by making the request in writing prior to the time and date for the bid opening. All corrections and modifications must be delivered to the Purchasing Department in a sealed envelope indicating that it contains a modification or correction of the original bid submitted for the particular commodity and indicating the time and date of the bid opening.

**REJECTION OF  
BIDS:**

The City reserves the right to reject any and all bids if it is in best interest of the City to do so.

**AWARD OF CONTRACT:**

Contract(s) will be awarded within forty-five days of the bid opening unless award date is extended by consent of all parties concerned. The continuation of any contract into the next fiscal year shall be subject to the appropriation and availability of funds.

**INDEMNITY:**

Unless otherwise provided by law, the Vendor will indemnify and hold harmless the City against any and all liability, loss, damages, costs or expenses for personal injury or damage to real or tangible personal property which the City may sustain, incur or be required to pay, arising out of or in connection with the performance of the Contract by reason of any negligent action/inaction or willful misconduct by the Contractor, its agents, servants or employees

**TERMINATION OF CONTRACT:**

Except as otherwise provided in the Articles of Agreement, the City may terminate the contract upon seven days' notice.

**ASSIGNABILITY:**

The Vendor shall not assign, sell, subcontract or otherwise transfer any interest in this contract without the prior written consent of the City.

**MATERIAL SAFETY DATA SHEETS:** Pursuant to M.G.L. c. 111F, ss. 8, 9, and 10, any vendor who receives a contract resulting from this invitation agrees to submit a Material Safety Data Sheet for each toxic or hazardous substance or mixture containing such substance when deliveries are made. The vendor agrees to comply with all requirements set forth in the pertinent laws above.

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**INSTRUCTIONS TO PROPOSERS**

1. Two (2) separate sealed envelopes, one (1) sealed envelope containing one (1) original and five (5) copies of the non-price technical proposal marked “Request for Proposal – File No. 10007 - Request for Proposals for Disparity Study for the City of Cambridge - Non-Price Proposal” and one (1) envelope containing the price proposal marked “Price Proposal File No. 10007 - Request for Proposals for Disparity Study for the City of Cambridge” must be received by the Purchasing Agent, City of Cambridge, City Hall prior to **11:00 a.m. on December 2<sup>nd</sup>, 2021**. Chapter 30B requires that price proposals must be separate from technical proposals. Therefore, please make no reference to price in the non-price technical proposal. Failure to adhere to this requirement will result in disqualification. It is the sole responsibility of the proposer to ensure that the proposal arrives on time at the designated place. It is strongly recommended that proposals are mailed or dropped off to the locked drop box at the Rear Entrance of City Hall or directly to the Purchasing Department in advance of the due date and time. Late proposals will not be accepted.
2. The signature of the authorized official(s) must be provided on all the proposal forms. All proposals should be double-sided in conformance with the City's recycling policy.
3. The proposal should be organized and presented as directed. Accuracy and completeness are essential. The successful proposal will be incorporated into a contract; therefore, proposers should not make claims that they are not prepared to commit themselves to contractually.
4. The Price Proposal Form must be completed as instructed. No substitute form will be accepted. Pricing must remain firm. The bid submitted must be without conditions or exceptions.
5. Failure to answer any questions, to complete any form or to provide the documentation required will be deemed non-responsive and result in automatic rejection of the proposal unless the City determines that such failure constitutes a minor informality, as defined in Chapter 30B.
6. All interpretations of the RFP and supplemental instructions will be in the form of written addenda to the RFP specifications. Requests for clarification or any questions about information contained in the RFP should be addressed in writing to:

**Elizabeth Unger, Purchasing Agent  
795 Massachusetts Avenue  
Cambridge, MA 02139**

or emailed to: [Purchasing@cambridgema.gov](mailto:Purchasing@cambridgema.gov). No requests or questions will be accepted after **11:00 a.m. on November 17<sup>th</sup>, 2021**. An addendum will be issued and posted to the Purchasing website notifying all bidders of the questions and answers.

7. Proposals must be unconditional. However, prior to the proposal opening proposers may correct, modify, or withdraw proposals by written request to Elizabeth Unger, Purchasing Agent, City of Cambridge, Room 303, City Hall, 795 Massachusetts Avenue, Cambridge, MA 02139. A letter will be sufficient for withdrawal of a proposal up the date of the proposal opening. Any correction or modification to a proposal must be submitted in writing and in a sealed envelope labeled “**File No. 10007 - Request for Proposals for Disparity Study for the City of Cambridge - Correction or Withdrawal**”

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**EVALUATIONS OF THE PROPOSALS**

All non-price proposals will be reviewed by the Evaluation Committee in accordance with M.G.L. Chapter 30B. Final selection will be based on evaluation and analysis of the information and materials required under the RFP, including information obtained by direct contact with references. The Evaluation Committee will be composed of staff from the City.

The City reserves the right to use itself as a reference and contact references other than those submitted by the proposer.

Proposals that meet the Quality Requirements will be reviewed for responses to the Comparative Evaluation Criteria. Each member of the Selection Committee will assign a rating of Highly Advantageous, Advantageous, Not Advantageous to each comparative evaluation criterion. Based on these evaluation criteria ratings, a composite rating by the evaluation committee will be determined for each proposal.

Each proposer will be asked to participate in an on-site or, if not possible, a video interview. The project manager and Evaluation Committee shall participate in the interview. Interview participants will be expected to answer questions from the Evaluation Committee. The City will not assume any travel or other costs related to these interviews.

After the evaluation of the non-price proposals is complete, the price proposals will be opened by the Purchasing Agent who shall determine the most advantageous proposal. The City will award the contract to only one responsive and responsible proposer submitting the most advantageous proposal taking into consideration the proposals' quality requirements, evaluation criteria and composite ratings, references and price. Before awarding the contract, the City may request additional information from the proposer. The City reserves the right to reject any and all proposals, in whole or in part, if it determines that rejection serves the best interest of the City.

**PROPOSAL SPECIFICATION AND PREPARATION**

All information in the proposal should be organized and presented as directed below. Accuracy and completeness are essential. The successful proposal will be incorporated into a contract. The proposal should provide a straightforward and concise description of the proposer's commitment and ability to perform the services described in this document. To expedite the evaluation of proposals, it is essential that the proposer strictly adhere to the instructions in this part. A proposal may be deemed to be non-responsive, at the Purchasing Agent's discretion, if the proposer fails to comply with the following instructions.

**SUMMARY**

The introductory portion of the proposal must include a letter of Transmittal signed by the individual authorized to bind the proposer contractually. The letter must include: the name of the individual(s) who is/are authorized to negotiate and sign a contract on the proposer's behalf; the name, title, address and telephone number of the individual(s) who can supply additional information and a brief description of the overall services proposed. The signature of the authorized official (s) must be provided on all the proposal forms. All proposals should be double sided in conformance with the City's recycling policy.

Failure to answer any question, to complete any form, or to provide the documentation required will be deemed non-responsive and result in automatic rejection of the bid unless the City determines that such failure constitutes a minor informality, as defined in Chapter 30B.

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### **QUALITY REQUIREMENTS**

A “no” response, any change or alternation to, or a failure to respond to any of the quality requirements will result in a rejection of your bid. **Proposers must use the form provided in this document.**

### **RESPONSES TO COMPARATIVE EVALUATION CRITERIA**

This portion of the proposal is intended to present a description of the proposer’s qualifications. The proposer should respond briefly to each item listed in the Comparative Evaluation Criteria and include all requested documentation. When preparing this portion of the proposal, the proposer should clearly identify and respond to each comparative evaluation criteria.

### **PRICE PROPOSAL FORM**

The Price Proposal Form must be completed as instructed. No substitute form will be accepted. Pricing must remain firm throughout the contract. **The Price Proposal Forms must be submitted in a separate, sealed envelope to the Purchasing Department.** The proposer must make no reference to pricing in any other part of the proposal. Failure to adhere to this may result in disqualification of the proposal.

#### **Anti-collision and Tax Compliance Certification**

**A signed copy of the form must be submitted with RFP**

#### **Cori Compliance Form**

**A signed copy of the form must be submitted with RFP**

#### **Wage Theft Form**

**A signed copy of the form must be submitted with RFP**

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**REFERENCE SUBMISSION REQUIREMENTS**

1. Proposer shall provide references from three clients for whom they have provided similar services within the past three (3) years. Proposer shall include entity name, contact name, address and telephone number of each reference. Failure of a reference to follow up with the City on any inquiry will result in the disqualification of that reference. The City reserves the right to use itself as a reference, to contact references other than those provided by the proposer and to otherwise perform its own due diligence in determining the responsibility of the proposer.

Reference:\_\_\_\_\_

Contact:\_\_\_\_\_

Address\_\_\_\_\_

Phone\_\_\_\_\_EMAIL\_\_\_\_\_

Reference:\_\_\_\_\_

Contact:\_\_\_\_\_

Address\_\_\_\_\_

Phone\_\_\_\_\_EMAIL\_\_\_\_\_

Reference:\_\_\_\_\_

Contact:\_\_\_\_\_

Address\_\_\_\_\_

Phone\_\_\_\_\_EMAIL\_\_\_\_\_

This page must be submitted with the technical, non-price proposal.

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**Contractor's Insurance Obligations**

Contractor must provide the City of Cambridge with insurance policies as stated below at the expense of the Contractor. The Insurance Certificate must be written in the name of the City as an Additional Named Insured in order to protect the interest of the City from any liability which might be incurred against it as the result of any operation of the Contractor, its subcontractors or their employees.

The insurance required shall include all major divisions of coverage and shall be on a comprehensive general basis including Premises and Operations (including X-C-U), Owner's and Contractor's Protective, Products and Completed Operations, and Owned, Non-owned, and Hired Motor Vehicles. Such insurance shall be written for not less than any limits of liability required by law or the following limits, whichever are greater.

Certificates must be presented to the City at the time the contract is signed by the contractor. The Contractor and all subcontractors waive subrogation rights against the City of Cambridge for all losses.

EACH POLICY SHALL CONTAIN A 30-DAY NOTICE OF CANCELLATION, CHANGE OR NON-RENEWAL.

NOTICE OF OCCURRENCE is to be given to the City Manager, City of Cambridge, City Hall, 795 Mass. Ave., Cambridge, MA 02139. Carriers must have an A.M. Best rating of A X or better.

- |  |                 |             |
|--|-----------------|-------------|
| A. Owner's Protective Liability:                                   |                 |             |
| Each Occurrence  |                 | \$1,000,000 |
| Aggregate  |                 | \$1,000,000 |
| B. Commercial Liability:   |                 |             |
| General Aggregate  |                 | \$2,000,000 |
| Products Completed Operations Aggregate                            |                 | \$1,000,000 |
| Personal Injury and Advertising Limit                              |                 | \$1,000,000 |
| Each Occurrence  |                 | \$1,000,000 |
| C. Automotive-For all owned, non-owned, hired and leased vehicles: |                 |             |
| Each Occurrence Combined Single Limit of                           |                 | \$1,000,000 |
| Bodily injury  | - each person   | \$1,000,000 |
|  | - each accident | \$1,000,000 |
| Property damage-each occurrence                                    |                 | \$1,000,000 |
| D. Umbrella:   |                 |             |
| Combined single limit  |                 | \$2,000,000 |
| General aggregate  |                 | \$2,000,000 |
| E. WORKER'S COMPENSATION   |                 |             |
| Coverage A   | STATUTORY       |             |
| Coverage B   | Each Accident   | \$1,000,000 |
| Disease-Policy Limit   |                 | \$1,000,000 |
| Disease-Each Employee  |                 | \$1,000,000 |

THE CONTRACTOR MAY PURCHASE AND MAINTAIN EXCESS LIABILITY INSURANCE IN THE UMBRELLA FORM IN ORDER TO SATISFY THE LIMITS OF LIABILITY REQUIRED FOR THE INSURANCE TO BE PURCHASED AND MAINTAINED IN ACCORDANCE WITH THE REQUIREMENTS SET FORTH ABOVE (IN ADDITION TO THE UMBRELLA LIMITS REQUIRED). EVIDENCE OF SUCH EXCESS LIABILITY SHALL BE DELIVERED TO OWNER IN THE FORM OF A CERTIFICATE INDICATING THE POLICY NUMBERS AND LIMITS OF LIABILITY OF ALL UNDERLYING INSURANCE.

THE CITY OF CAMBRIDGE MUST BE AN ADDITIONAL NAMED INSURED ON ANY SUCH UMBRELLA POLICY.

THE CITY RESERVES THE RIGHT, AT ITS SOLE DISCRETION, TO AMEND THE INSURANCE REQUIREMENTS SET FORTH ABOVE.

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**OVERVIEW**

The City of Cambridge (“the City”) is seeking proposals from an individual consultant or group of consultants (“Consultant”) to design and conduct a Disparity Study to provide a basis to determine whether a sheltered market program under G.L. c. 30B, § 18 can be implemented in the City (G.L. c. 30B is the Uniform Procurement Act, which establishes procedures for the City to use when contracting for supplies and services). In particular, the Consultant will work with the City’s Purchasing Department, Office of Equity and Inclusion, and Community Development Department (“CDD”) and will conduct a Disparity Study to review and analyze whether there are present effects of past discrimination within markets of business enterprises from which the City procures supplies and services. Based on the results of the Disparity Study, the City will review whether a basis exists for the City to implement a sheltered market program in conformance with G.L. c. 30B, § 18, to remedy past discriminatory effects for certain groups going forward (determining whether a basis exists for the City to implement a sheltered market program is not part of this scope of work).

The goal of the Disparity Study is to assist the City in determining whether a basis exists for the City to implement a sheltered market program for supplies and services procured in compliance with G.L. c. 30B, § 18, and if such a basis exists, the Disparity Study must be sufficient to serve as an evidentiary basis for the creation of a sheltered market program.

The Disparity Study will allow the City to examine whether there are present effects of past discrimination to determine if a compelling governmental interest exists to create and implement a sheltered market program for supplies and services as authorized by G.L. c. 30B, § 18 for the following classes of disadvantaged vendors: minority-owned business, women-owned business and veteran-owned business in compliance with G.L. c. 30B, § 18(a). If such a compelling government interest exists and the City creates and implements a sheltered market program for supplies and services as authorized by G.L. c. 30B, § 18, the Disparity Study may serve as the basis for the program and therefore shall be conducted in such a manner as to withstand constitutional strict scrutiny.

**SCOPE OF WORK**

Disparity Study General Requirements:

The Consultant conducting the Disparity Study shall perform a comprehensive, effective, and legally supportable and enforceable Disparity Study that withstands the test for constitutional strict scrutiny and other criteria required by any applicable federal, state, and local laws and as required herein. The Disparity Study shall examine the practices of the City related to the procurement of supplies and services under G.L. c. 30B.

The Consultant shall prepare a final written report of the results of the Disparity Study which shall have, at a minimum, an analysis of each of the following factors:

1. Legal Requirements – the Consultant shall provide an analysis of - and conduct the Disparity Study in conformance with all controlling federal, state, and local legal requirements and case law related to the establishment of set-aside programs based on race, gender and

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veteran-status. The Consultant shall include in the Legal Requirements section of the final written report a summary of the Consultant's understanding of *City of Richmond v. J.A. Croson Co.* ("Croson"), 488 U.S. 469 (1989) and its progeny, as well as other relevant law. In addition, the Consultant shall conduct the Disparity Study in a manner consistent with *Croson* and its progeny.

2. Data Collection – the Consultant shall conduct the data collection upon which it bases its analysis and final written report to include all supplies and services procurements by the City conducted in conformance with G.L. c. 30B in FY18 through FY21 (July 1, 2017 through June 30, 2021). The Consultant shall be solely responsible for identifying, researching, compiling, and analyzing all data required to conduct the Disparity Study with the objectives stated in the "Final Written Report Requirements" section, below. The Consultant may use statistically valid sampling and estimating methods as appropriate where actual procurement data and records are incomplete. The Consultant shall be responsible for the legal sufficiency of methods and data used. The City will, to the extent possible, make records available to the Consultant and cooperate with the Consultant in the retrieval of records.
3. Availability Study – the Consultant shall work with the City to determine the relevant market area (hereinafter, "Market Area") for the Disparity Study based on the Consultant's review of available data concerning the City's expenditures related to the procurement of supplies and services.
4. Utilization Analysis – the Consultant shall base its Utilization Analysis on data collected on all supplies and services procurements conducted in conformance with G.L. c. 30B by the City in FY18 through FY21 (July 1, 2017 through June 30, 2021). The Consultant shall determine and analyze the City's utilization of minority-owned business enterprises ("MBEs"), women-owned business enterprises ("WBEs") and veteran-owned businesses enterprises ("VBEs") in the Market Area for supplies and services. For avoidance of doubt or confusion, the definitions contained in G.L. c. 30B, § 18 for "minority business," "women-owned business" and "veteran-owned business" are applicable to MBE, WBE and VBE, respectively. The Consultant shall research and evaluate procurements made by the City for supplies and services pursuant to G.L. c. 30B. The Consultant shall identify and classify the procurements according to the following two (2) major classifications (but also identify and classify sub-groups within a classification whenever the level of procurement activity indicates or suggests that sub-groups are appropriate):
  - A. **supplies** - all property, other than real property, including equipment, materials, printing, and insurance and further including services incidental to the delivery, conveyance and installation of such property; and
  - B. **services** - the furnishing of labor, time, or effort by a contractor, not involving the furnishing of a specific end product other than reports. This term shall not include employment agreements, collective bargaining agreements, or grant agreements.

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The Consultant shall also:

- A. for each classification of procurement (and sub-group, if appropriate), specify both the total number of procurements made by the City and the total dollar value of the procurements;
  - B. determine the number of procurements awarded to each MBE, WBE, and VBE and the total dollar amount awarded to each MBE, each WBE, and each VBE; working as the prime vendor and those MBEs, WBEs, and VBEs working as a sub-contractor where applicable;
  - C. for each classification of procurement (and sub-group, if appropriate), determine the number of procurements awarded to MBEs, WBEs and VBEs and non-MBEs, non-WBEs and non-VBEs, and the total dollar-value of the procurements awarded to MBEs, WBEs, and VBEs;
  - D. determine the percentage of procurements awarded to MBEs, WBEs, and VBEs by comparing the number of procurements awarded to MBEs, WBEs, and VBEs to the total number of procurements;
  - E. determine the percentage of the dollar-value of the purchases awarded to MBEs, WBEs, and VBEs by comparing the dollar-value of the purchases awarded to such MBE, WBE, and VBE purchases to the total dollar-value of all procurements;
  - F. based on the findings of the Utilization Analysis, determine general trends extending back to the point of origin for the analysis and expected future trends.
5. Statistical Disparity Analysis – Based on the information gathered from the Availability Study and the Utilization Analysis, the Consultant shall perform a Statistical Disparity Analysis to determine whether there is a legally significant, statistical disparity between the number of qualified MBEs, WBEs, and VBEs available to perform a particular service or provide a particular supply to the City. For purposes of the Disparity Study the term qualified MBE, WBE, and VBE shall mean those vendors that are certified as minority, woman, or veteran-owned business entities by the Commonwealth's Supplier Diversity Office. As part of the Statistical Disparity Analysis, the Consultant shall:
- A. provide the number of MBEs, WBEs, and VBEs used by the City in each procurement classification (and any sub-group, if appropriate);
  - B. distinguish between the number of MBEs, WBEs, and VBEs working as the prime vendor and those MBEs, WBEs, and VBEs working as a sub-contractor where applicable;
  - C. conduct a comparison by classification of supplies and services of the utilization of MBEs, WBEs, and VBEs both as prime vendor and as a sub-contractor in purchases

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made by the City in conformance with G.L. c. 30B to the MBEs, WBEs, and VBEs available to provide those supplies and services to the City within the Market Area;

- D. determine whether there is a statistically significant disparity either in the under-utilization or over-utilization of MBEs, WBEs, or VBEs available in the Market Area in a particular classification (and/or sub-group, if appropriate);
  - E. compare and contrast the findings with purchases awarded to non-MBE, non-WBE, and non-VBE prime vendors and subcontractors, determining whether there is significant disparity between the level of MBE, WBE, and VBE participation in purchases awarded by the City under G.L. c. 30B as compared to purchases awarded to non-MBEs, non-WBEs, and non-VBEs;
  - F. if a disparity is demonstrated to exist, the Consultant shall determine the extent and all potential causes of the disparity, including being a result of active or passive discrimination against MBEs, WBEs, and VBEs or as a result from vestiges of a discriminatory system; and
  - G. the Consultant shall provide recommendations to address the disparity, including the establishment of a sheltered market in conformance with G.L. c. 30B, § 18.
6. Procurement Practice Review – the Consultant shall conduct a review of the City’s procurement practice, policies, and procedures under G.L. c. 30B for the period of FY18 through FY21 to determine whether those practices, policies and procedures are discriminatory against MBEs, WBEs, and/or VBEs on their passive or active or the extent to which the City’s current efforts have assisted MBEs, WBEs, and/or VBEs to participate on a fair basis in contracting opportunities with the City. As part of the Procurement Practice Review the Consultant shall:
- A. review and analyze the City’s practices, policies, and procedures related to procurements for supplies and services in accordance with G.L. c. 30B, and document its findings and make specific recommendations;
  - B. determine and document if there are any barriers, either passive or active, to full participation by MBEs, WBEs, and/or VBEs in the City’s procurement process for supplies and services;
  - C. examine, analyze, and document any discrimination against MBEs, WBEs, and VBEs caused by the City’s procurement practices, policies, and procedures when conducting procurements under G.L. c. 30B;
7. Potential for Race, Gender, and Veteran-Status Neutral Programs – the Consultant shall make recommendations regarding the City’s implementation of race, gender, and veteran status neutral means to resolve issues that may be discovered by the findings of the Disparity Study.

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8. Passive Participation by the City – the Consultant shall collect, analyze, and include anecdotal evidence (for example, evidence collected from public meetings, in-depth interviews and surveys conducted by or on behalf of the City) as part of its determination whether the City has been a passive participant in discrimination in the Market Area. Additionally, the Consultant shall investigate, describe, and evaluate practices that indicate discrimination by the private sector in the Market Area that are the focus of the Disparity Study, and analyze whether there are any links to the City’s procurement practices to any such discrimination by the private sector. As part of its investigation of discrimination by the private sector, the Consultant shall include the following considerations:
- A. possible impediments to the vertical upward movement of minorities, women, and veterans into business ownership positions within an industry, business, or trade;
  - B. barriers, issues, or problems related to the development and/or expansion of MBEs, WBEs or VBEs;
  - C. discriminatory practices, patterns, or trends, if any, of local business associations, local trade associations, unions, suppliers, service providers, financial lending institutions, bond and surety companies, insurance companies, and other market influencers that may interfere with or impede the success of MBEs, WBEs, and/or VBEs; and
  - D. any other patterns of discrimination that might result in a disproportionately small number of MBEs, WBEs, and VBEs in the Market Area, and the Consultant shall document these patterns of discrimination if any such patterns are found to exist.

**Final Written Report Requirements:**

The final written report prepared by the Consultant as part of conducting the Disparity Study shall:

1. establish the primary basis for determining the extent the procurement of supplies and services through G.L. c. 30B should be subject to a race, gender, and/or veteran-status conscious remedial program supported by G.L. c. 30B, § 18;
2. determine whether an evidentiary basis can be established by which the City may implement a sheltered market program authorized by G.L. c. 30B, § 18;
3. evaluate the need for the City to establish a sheltered market program for supplies and services to remedy present effects of past discrimination within the Market Area; and
4. identify and address concerns expressed in *Croson* and its progeny as they relate to the City establishing a sheltered market program as authorized by G.L. c. 30B, § 18.
5. identify and provide information on technology, human resources, administrative capacity, and costs to establish and comply with a sheltered market program.

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6. identify and provide information on additional methods including required technology, human resources, administrative capacity, and costs associated with assisting the City's general goals to enhance procurement opportunities for historically disadvantaged businesses outside of or supplemental to a sheltered market program

The final written report shall thoroughly address each of the report deliverables listed above and shall include all relevant data to support each.

Actions Following Final Written Report:

After the Consultant delivers the Disparity Study and final written report to the City, the Consultant, if requested by the City, shall meet with the City to discuss the findings of the Disparity Study and the implementation of any potential remedial measures, including but not limited to a recommendation of moving forward with a sheltered market program, in light of the findings of the Disparity Study. Additionally, the Consultant shall provide the City with consultant assistance in connection with any resulting claims or litigation as the City may determine necessary at a rate to be determined.

ANTICIPATED SCHEDULE:

The Consultant shall begin the work on the Disparity Study upon contract execution and the Consultant shall complete the Disparity Study and submit the final written report for acceptance by the City no later than ten (10) months from contract execution. The City reserves the right in its sole discretion to extend the duration of the contract if the City determines that extension is in the best interest of the City.



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**MINIMUM QUALITY REQUIREMENTS**

In order for a proposal to receive further consideration, a proposer must unconditionally circle “Yes” in response to each Quality Requirement set forth in this section. The City shall reject in its entirety the proposal of any proposer who refuses or fails to circle “yes” to each Quality Requirement listed below or any proposer who circles “Yes” but attempts to modify, qualify or limit its affirmative response. The proposer also shall attach to its proposal any and all information or documentation requested in this section of the RFP.

1. The Consultant has the experience and ability to conduct disparity studies and provide expert testimony regarding its findings and conclusions before any administrative body and/or United States court of law, including evidence of having successfully conducted, or participated as a sub-consultant on, at least two (2) disparity studies for a state or local governmental body in the last ten (10) years. The Consultant shall provide documentation with the proposal submission to support this quality requirement.

**YES**

**NO**

2. The Consultant has experience in conducting all necessary investigations and interviews, surveys, and collections of quantitative data, as well as performing required analyses, collecting all pertinent anecdotal information, and any other activity necessary to carry out this study, and the Consultant has successfully completed such work specifically for a disparity study.

**YES**

**NO**

3. The Consultant has the capacity to meet the City’s anticipated schedule for the scope of work.

**YES**

**NO**

**THIS FORM AND SUPPORTING DOCUMENTATION MUST BE SUBMITTED WITH THE NON-PRICE PROPOSAL**

**NAME OF PROPOSER: \_\_\_\_\_**

**COMPARATIVE EVALUATION CRITERIA**

Successful proposals will include at a minimum information relating to each of the criteria below. Responses to this Request for Proposal will be evaluated according to the following criteria, which are intended to assist the City in evaluating the proposals. Responses to the following should be complete. Each criterion will be evaluated by an evaluation committee composed of city staff using the rating categories of “highly advantageous,” “advantageous,” and “not advantageous.” Any proposal that does not meet the stated standard for any of the above rating categories for any criterion shall be assigned the rating of “unacceptable” for that criterion.

In addition, each responsive and responsible proposal shall be assigned a composite rating by the evaluation committee as a whole using the categories of “highly advantageous,” “advantageous,” and “not advantageous.”

**Criterion One: The disadvantaged vendor status of the proposer.**

This City considers the diverse make-up of the chosen consultant to be of significant importance as this may impact the consultants’ depth of understanding of the disadvantaged vendor certification process. As such, the City will rate more highly those proposals submitted by disadvantaged vendors as defined in G.L. c. 30B, §18. The proposer must submit documentation of certification by the Commonwealth of MA Supplier Diversity Office (SDO) or other government-authorized certifying entity if outside of the Commonwealth of Massachusetts in support of disadvantaged vendor status.

**Highly Advantageous (HA)**

Both the proposer and fifty percent or more of the proposed sub-consultant firms currently hold SDO disadvantaged vendor certification

**Advantageous (A)**

Both the proposer and fifty percent or more of the proposed sub-consultant firms currently hold disadvantaged vendor certification from a government-authorized certifying entity other than the SDO

**Not Advantageous (NA)**

Either the proposer currently holds, or any number of the proposed sub-consultant firms currently hold disadvantaged vendor certification from either SDO or other government-authorized certifying entity

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**Criterion Two: Experience of proposer, sub-consultant(s) and key staff**

The City places a premium on the experience of the proposer, the proposer's sub-consultant(s), and key staff that will be assigned to this project. Experience submitted for evaluation under this criterion must be experience gained from performance on projects of similar size and scope to this project, especially as relates to conducting and/or leading disparity studies of similar size and scope, including planned methodology, proposed timeline, and ability to perform the scope within the schedule outlined in this RFP.

**Highly Advantageous (HA)**

The proposer, the proposer's sub-consultant(s), and key staff that will be assigned to this project **each** has more than ten (10) years of experience conducting disparity studies of similar size and scope for governmental bodies in the United States

**Advantageous (A)**

The proposer, the proposer's sub-consultants(s), and key staff that will be assigned to this project have more than ten (10) years of experience in the aggregate conducting disparity studies of similar size and scope for governmental bodies in the United States

**Not Advantageous (NA)**

The proposer, the proposer's sub-consultant(s), and key staff that will be assigned to this project have five (5) to ten (10) years of experience in the aggregate conducting disparity studies of similar size and scope for governmental bodies in the United States

**Criterion Three: Qualifications of proposer, the proposer's sub-consultant(s), and key staff that will be assigned to this project**

The city will evaluate the level of expertise of the proposer, the proposer's sub-consultant(s), and key staff assigned to work on this project. Resumes and/or curriculum vitae for all key staff assigned to work on this project must be submitted with the non-price proposal for evaluation.

**Highly Advantageous (HA)**

The proposer, the proposer's sub-consultant(s), and key staff that will be assigned to this project have certifications and/or degrees directly related to the scope of work of this project and the proposer, the proposer's sub-consultant(s), or some key staff that will be assigned to this project have received demonstrated national recognition for work performed in the relevant fields.

**Advantageous (A)**

The proposer, the proposer's sub-consultant(s), or key staff that will be assigned to this project have certifications and/or degrees directly related to the scope of work of this project and the proposer,

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the proposer's sub-consultant(s), or some key staff that will be assigned to this project have received demonstrated national recognition for work performed in the relevant fields.

**Not Advantageous (NA)**

Either the proposer, the proposer's sub-consultant(s), or key staff that will be assigned to this project have certifications and/or degrees directly related to the scope of work of this project or the proposer, the proposer's sub-consultant(s), or some key staff that will be assigned to this project have received demonstrated national recognition for work performed in the relevant fields.

**Criterion Four: Plan of Services regarding delivery of scope of work as outlined in the RFP, including staff assigned to this project, and methodology for performance of each task in the scope of work.**

Proposers shall outline a plan of services providing detailed methodology for how the consultant plans to conduct the analysis of each of the factors listed above that comprise the Disparity Study. The city will evaluate how the proposer plans to deliver the services outlined in the RFP and may require changes to the proposed plan of services prior to completing the evaluation of proposals.

**Highly Advantageous (HA)**

The proposed plan of services thoroughly examines the extent to which disadvantaged vendor contracts for goods and services governed by G.L. c. 30B are underutilized in city procurement within the Market Area such that the city can determine whether a legally defensible Sheltered Market Program is justified or needed. The established Market Area is relevant and explicitly defined. The supply and service markets are relevant and explicitly defined. The plan evaluates disparities considering only firms that are ready, willing, and able to bid on and perform city contracts. The study presents relevant evidence related to marketplace discrimination. The study includes anecdotal evidence collected from multiple techniques from individuals who had actual, verifiable experiences working with the city. The study will identify barriers and describe the harm (if any) impacting the individuals providing the anecdotal evidence and will examine the extent to which any discriminatory exclusion and limited contracting opportunities are systemic rather than isolated. The plan of services to provide the disparity study includes a legal overview of the rules, laws, policies, ordinances, and regulations governing the city's procurement of supplies and services. Numerical disparities are determined by relevant and comprehensive data. The methodology proposed is aligned with legal precedent. The key staff assigned to work on the project demonstrate the relevant and necessary expertise to perform the scope of work. And the proposed schedule aligns with the city's expectations in the RFP.

**Advantageous (A)**

The proposed plan of services thoroughly examines the extent to which disadvantaged vendor contracts for goods and services governed by G.L. c. 30B are underutilized in city procurement within the Market Area such that the city can determine whether a legally defensible Sheltered Market Program is justified or needed. The established Market Area is relevant and explicitly defined. The supply and service markets are relevant and explicitly defined. The plan evaluates

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disparities considering only firms that are ready, willing, and able to bid on and perform city contracts. The study presents relevant evidence related to marketplace discrimination. The study includes anecdotal evidence collected from multiple techniques from individuals who had actual, verifiable experiences working with the city. The study will identify barriers and describe the harm (if any) impacting the individuals providing the anecdotal evidence and will examine the extent to which any discriminatory exclusion and limited contracting opportunities are systemic rather than isolated. The plan of services to provide the disparity study includes a legal overview of the rules, laws, policies, ordinances, and regulations governing the city's procurement of supplies and services. Numerical disparities are determined by relevant and comprehensive data. The methodology proposed is aligned with legal precedent. And, more than half of the key staff assigned to work on the project demonstrate the relevant and necessary expertise to perform the scope of work.

**Not Advantageous (NA)**

The proposed plan of services does not thoroughly examine the extent to which disadvantaged vendor contracts for goods and services governed by G.L. c. 30B are underutilized in city procurement within the Market Area such that the city can determine whether a legally defensible Sheltered Market Program is justified or needed.

**Criterion Five: Presentation**

**Highly Advantageous (HA)**

All key personnel assigned to the project were available at the presentation, including the project manager; the group presented cohesively and demonstrated synergy amongst the proposer's staff and staff members of the sub-consultant(s) if any; the presentation was organized and direct and responses to questions from the evaluation committee were direct, thorough, and consistent.

**Advantageous (A)**

Only one key staff person assigned to the project was unavailable at the presentation; the project manager was available at the presentation; the group presented cohesively and demonstrated synergy amongst the proposer's staff and staff members of the sub-consultant(s) if any; the presentation was organized and direct and responses to questions from the evaluation committee were direct, thorough, and consistent.

**Not Advantageous (NA)**

More than one key staff person assigned to the project was unavailable at the presentation or the project manager was unavailable at the presentation; or the group did not present cohesively or did not demonstrate synergy amongst the proposer's staff and staff members of the sub-consultant(s) if any; or the presentation was not organized and direct or responses to questions from the evaluation committee were not direct, thorough, and consistent.

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**Criterion Six: Professional References:**

**Highly Advantageous (HA)**

All references contacted by the city including those provided by the proposer and those identified by the city performing its own due diligence reported an excellent rating of the proposer's work on a disparity study of similar scope as outlined in this RFP or the references all would contract again with the proposer given the opportunity.

**Advantageous (A)**

Only one reference contacted by the city including those provided by the proposer and those identified by the city performing its own due diligence reported a less than excellent but not less than good rating of the proposer's work on a disparity study of similar scope as outlined in this RFP or all but one of the references contacted would contract again with the proposer given the opportunity.

**Not Advantageous (NA)**

More than one reference contacted by the city including those provided by the proposer and those identified by the city performing its own due diligence reported a less than good rating of the proposer's work on a disparity study of similar scope as outlined in this RFP or more than one of the references contacted would not contract again with the proposer given the opportunity.

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**PRICE PROPOSAL**

One contract will be awarded as a result of this RFP. Please attach additional pages as-needed to detail any relevant experience and details for submitted proposals.

Total cost to perform the work as described in this Request for Proposals:

\$ \_\_\_\_\_

\_\_\_\_\_  
**Total cost in words**

**Hourly Rates**

Hourly rates of project manager and primary project staff in the event that additional tasks are added by amendment:

Hourly Rate: \$ \_\_\_\_\_

\_\_\_\_\_  
**Signature of Proposer**

\_\_\_\_\_  
**Name and Title (Printed)**

**NAME OF PROPOSER:** \_\_\_\_\_

## CORI COMPLIANCE FORM

Persons and businesses supplying goods and/or services to the City of Cambridge ("Vendors"), who are required by law to perform CORI checks, are further required by Section 2.112.060 of the Cambridge Municipal Code to employ fair policies, practices and standards relating to the screening and identification of persons with criminal backgrounds through the CORI system. Such Vendors, when entering into contracts with the City of Cambridge, must affirm that their policies, practices and standards regarding CORI information are consistent with the policies, practices and standards employed by the City of Cambridge as set forth in the City of Cambridge CORI Policy ("CORI Policy") attached hereto.

### CERTIFICATION

The undersigned certifies under penalties of perjury that the Vendor employs CORI related policies, practices and standards that are consistent with the provisions of the attached CORI Policy. **All Vendors must check one of the three lines below.**

1. \_\_\_\_\_ CORI checks are not performed on any Applicants.
2. \_\_\_\_\_ CORI checks are performed on some or all Applicants. The Vendor, by affixing a signature below, affirms under penalties of perjury that its CORI policies, practices and standards are consistent with the policies, practices and standards set forth in the attached CORI Policy.
3. \_\_\_\_\_ CORI checks are performed on some or all Applicants. The Vendor's CORI policies, practices and standards are not consistent with the attached CORI Policy. Please explain on a separate sheet of paper.

\_\_\_\_\_  
(Typed or printed name of person  
signing quotation, bid or Proposal)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
(Name of Business)

### **NOTE:**

**The City Manager, in his sole discretion may grant a waiver to any Vendor on a contract by contract basis.**

### **Instructions for Completing CORI Compliance Form:**

**A Vendor should not check Line 1 unless it performs NO CORI checks on ANY applicant. A Vendor who checks Line 2 certifies that the Vendor's CORI policy conforms to the policies, practices and standards set forth in the City's CORI Policy. A Vendor with a CORI policy that does NOT conform to the City's CORI Policy must check Line 3 and explain the reasons for its nonconformance in writing. Vendors, who check Line 3, will not be permitted to enter into contracts with the City, absent a waiver by the City Manager.**

**Submit this form with your Proposal.**



**Americans with Disabilities Act (42 U.S.C. 12131)**  
**Section 504 of the Rehabilitation Act of 1973**  
**Tax Compliance/Anti-Collusion Statement**  
**Debarment Statement**

The Americans with Disabilities Act (the "Act") applies to all employers of fifteen or more employees. All vendors that are subject to the Act must comply with its provisions. In further compliance with the Act, all Contractors who enter into contracts with the City are prohibited from discrimination against the City's employees, regardless of the size of the Contractor.

The Act protects against discrimination on the basis of "disability", which is defined as a physical or mental impairment that substantially limits at least one "major life activity"; discrimination against a person having a history or record of such impairment; and discrimination against an individual regarded - even if inaccurately - as having such an impairment. The Act also expressly prohibits discrimination that is based on an individual's relationship or association with a disabled person.

The Contractor shall not discriminate against any qualified employee or job applicant with a disability and will make the activities, programs and services covered by any contract awarded through this procurement readily accessible to and usable by individuals with disabilities. To be qualified for a job, or to avail oneself of the Contractor's services, the individual with the disability must meet the essential eligibility requirements for receipt of the Contractor's services or participation in the Contractor's programs or activities with or without: 1) reasonable modifications to the Contractor's rules, policies and practices; 2) removal of architectural, communication, or transportation barriers; or, 3) provisions of auxiliary aids and services.

By submitting its contract, the Contractor certifies to the City of Cambridge that it understands and will comply with all applicable provisions of the Act, including compliance with applicable provisions of Section 504 of the Rehabilitation Act of 1973, if the Contractor is receiving federal funds.

The undersigned certifies under penalties of perjury that this contract has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals

As required by M.G.L. c. 62C, §49A, the undersigned certifies under the penalties of perjury that the Contractor has complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.

The undersigned certifies that it is not currently subject to any State or Federal debarment order.

Date: \_\_\_\_\_

\_\_\_\_\_  
(Print Name of person signing bid)

\_\_\_\_\_  
(Signature & Title)

**Submit this form with your Proposal.**

## **WAGE THEFT PREVENTION CERTIFICATION**

In Executive Order 2016-1, the City of Cambridge established requirements for City contracts in an effort to prevent wage theft. Prospective vendors must provide the following certifications or disclosures with their bids/proposals. Failure to provide the following shall result in rejection of the bid/proposal.

### **Instructions for this form:**

A prospective vendor must check box 1 or box 2, as applicable, as well as boxes 3-5, and must sign this Form, certifying compliance with the requirements set out in this Form. This Form must be included with the bid or proposal, and for multi-year contracts must be completed annually on the contract anniversary and filed with the Purchasing Agent.

The undersigned certifies under the pains and penalties of perjury that the vendor is in compliance with the provisions of Executive Order 2016-1 as currently in effect.

### **All vendors must certify that [check either box 1 or box 2, as applicable]:**

1. ☐ Neither this firm nor any prospective subcontractor has been subject to a federal or state criminal or civil judgment, administrative citation, final administrative determination, order or debarment resulting from a violation of G.L. c. 149, G.L. c. 151, or 29 U.S.C. 201 *et seq.* within three (3) years prior to the date of this bid/proposal submission.

**OR**

2. ☐ This firm, or a prospective subcontractor of this firm, has been subject to a federal or state criminal or civil judgment, administrative citation, final administrative determination, order or debarment resulting from a violation of G.L. c. 149, G.L. c. 151, or 29 U.S.C. 201 *et seq.* within three (3) years prior to the date of this bid/proposal submission and such documentation is included in the bid/proposal submission.

### **In addition, all vendors must certify each of the following:**

3. ☐ Any federal or state criminal or civil judgment, administrative citation, final administrative determination, order or debarment resulting from a violation of G.L. c. 149, G.L. c. 151, or 29 U.S.C. 201 *et seq.* imposed on this firm or on any prospective subcontractor while any bid/proposal to the City is pending and, if awarded a contract, during the term of the contract, will be reported to the Purchasing Agent or other City department within five (5) days of receiving notice.

4. ☐ Vendors awarded a contract that have disclosed a federal or state criminal or civil judgment, administrative citation, final administrative determination, or order resulting from a violation of G.L. c. 149, G.L. c. 151, or 29 U.S.C. 201 *et seq.* within three (3) years prior to the date of this bid/proposal, while the bid/proposal was pending, or during the term of the contract shall, upon request, furnish their monthly certified payrolls for their City contract to the Purchasing Agent for all employees working on such contract and are required to obtain a wage bond or other suitable insurance in an amount equal to the aggregate of one year's gross wages for all employees. Vendors subject to a state or federal debarment for violation of the above laws or prohibited from contracting with the Commonwealth are prohibited from contracting with the City, and upon a finding or order of debarment or prohibition, the City may terminate the contract.
5. ☐ Notice provided by the City, informing employees of the protections of Executive Order 2016-1 and applicable local, state, and federal law will be posted by this firm in conspicuous places.

Attested hereto under the pains and penalties of perjury:

---

(Typed or printed name of person signing  
quotation, bid or proposal)

---

Signature

---

(Name of Business)

Pursuant to Executive Order 2016-1, vendors who have been awarded a contract with the City of Cambridge must post the Massachusetts Wage and Hour Laws notice informing employees of the protections of G.L. c. 149, G.L. c. 151, and 21 U.S.C. 201 *et seq.* in conspicuous places. This notice can be found at <http://www.mass.gov/ago/docs/workplace/wage/wagehourposter.pdf>

**This form must be submitted with your Proposal**

## City of Cambridge CORI Policy

1. Where Criminal Offender Record Information (CORI) checks are part of a general background check for employment or volunteer work, the following practices and procedures will generally be followed.
2. CORI checks will only be conducted as authorized by Criminal History Systems Board (CHSB). All applicants will be notified that a CORI check will be conducted. If requested, the applicant will be provided with a copy of the CORI policy.
3. An informed review of a criminal record requires adequate training. Accordingly, all personnel authorized to review CORI in the decision-making process will be thoroughly familiar with the educational materials made available by the CHSB.
4. Prior to initiating a CORI check, the City will review the qualifications of the applicant to determine if the applicant is otherwise qualified for the relevant position. The City will not conduct a CORI check on an applicant that is not otherwise qualified for the relevant position.
5. Unless otherwise provided by law, a criminal record will not automatically disqualify an applicant. Rather, determination of suitability based on CORI checks will be made consistent with this policy and any applicable law or regulations.
6. If a criminal record is received from CHSB, the authorized individual will closely compare the record provided by CHSB with the information on the CORI request form and any other identifying information provided by the applicant, to ensure the record relates to the applicant.
7. If, in receiving a CORI report, the City receives information it is not authorized to receive (e.g. cases with dispositions such as not guilty or dismissal, in circumstances where the City is only authorized to receive convictions or case-pending information), the City will inform the applicant and provide the applicant with a copy of the report and a copy of CHSB's *Information Concerning the Process in Correcting a Criminal Record* so that the applicant may pursue correction with the CHSB.
8. If the City of Cambridge is planning to make an adverse decision based on the results of the CORI check, the applicant will be notified immediately. The applicant shall be provided with a copy of the criminal record and the City's CORI policy, advised of the part(s) of the record that make the individual unsuitable for the position and given an opportunity to dispute the accuracy and relevance of the CORI record.
9. Applicants challenging the accuracy of the criminal record shall be provided a copy of CHSB's *Information Concerning the Process in Correcting a Criminal Record*. If the CORI record provided does not exactly match the identification information provided by the applicant, the City of Cambridge will make a determination based on a comparison of the CORI record and documents provided by the applicant. The City of Cambridge may contact CHSB and request a detailed search consistent with CHSB policy.
10. If the City of Cambridge reasonably believes the record belongs to the applicant and is accurate, then the determination of suitability for the position will be made. Unless otherwise provided by law, factors considered in determining suitability may include, but not be limited to the following:
  - (a) Relevance of the crime to the position sought;
  - (b) The nature of the work to be performed;
  - (c) Time since the conviction;
  - (d) Age of the candidate at the time of offense;
  - (e) Seriousness and specific circumstances of the offense;
  - (f) The number of offenses;

- (g) Whether the applicant has pending charges;
- (h) Any relevant evidence of rehabilitation or lack thereof;
- (i) Any other relevant information, including information submitted by the candidate or requested by the City.

11. The Personnel Department will assist affected departments, in assessing the suitability of candidates in accordance with paragraph 10 a through i above, to ensure consistency, fairness, and protection of employment opportunities and the public interest.
12. The City of Cambridge will notify the applicant of the decision and the basis of the decision in a timely manner.
13. CORI information shall not be disseminated or shared with any unauthorized employees or other, but shall be maintained in confidence consistent with the obligations of law.

**ORDINANCE NUMBER 1376**

**Final Publication Number 3390. First Publication in the Chronicle on November 5, 2015.**

**City of Cambridge**

**In the Year Two Thousand and Fifteen**

**AN ORDINANCE**

**In amendment to the Ordinance entitled "Municipal Code of the City of Cambridge"**

**Be it ordained by the City Council of the City of Cambridge that the Municipal Code of the City of Cambridge be amended as follows:**

**Chapter 2.121**

**LIVING WAGE ORDINANCE Sections:**

**2.121.010 Title and Purpose**  
**2.121.020 Definitions**  
**2.121.030 Living Wage**  
**2.121.040 Standard Compensation**  
**2.121.050 Waivers and Exceptions**  
**2.121.060 Notification Requirements**  
**2.121.070 Duties of covered Employers**  
**2.121.080 Community Advisory Board**  
**2.121.090 Enforcement**  
**2.121.100 Severability**  
**2.121.110 Effective Date**

**2.121.010 Title and Purpose.**

This Chapter shall be known as the "Cambridge Living Wage Ordinance". The purpose of this ordinance is to assure that employees of the City of Cambridge and employees of City contractors, subcontractors and beneficiaries of tax abatements, loans, grants, subsidies and other assistance provided by the City earn an hourly wage that is needed to support a family of four.

**2.121.020 Definitions.**

For the purposes of this ordinance, the term:

**(a) "Applicable Department"** means the Personnel Department for employees of the City of Cambridge, the Purchasing Department, with the advice and assistance of the appropriate department which receives the services, for Covered Employers who contract or subcontract with the City of Cambridge, the School Department for employees, contractors and subcontractors of the School Department, and the City Manager's Office for any other Person who is a Beneficiary of assistance other than a contract or subcontract.

**(b) "Assistance"** means:

- (1) any grant, loan, tax incentive, bond financing, subsidy, or other form of assistance valued at least \$10,000 that an employer receives by or through the authority or approval of the City of Cambridge, including, but not limited to, c. 121A tax abatements, industrial development bonds, Community Development Block Grant (CDBG) loans and grants, Enterprise Zone designations awarded after the effective date of this Chapter, and the lease of City owned land or buildings below market value; and
- (2) any service contract, as defined herein, of at least \$10,000 with the City of Cambridge that is made with an employer to provide services pursuant to G.L.C. 30B or other public procurement laws, awarded, renegotiated or renewed after the effective date of this Chapter.
- (3) any service subcontract, as defined herein, of at least \$10,000.

**(c) "Beneficiary"** means:

- (1) any person who is a recipient of Assistance;
- (2) any company or person that is a tenant or sub-tenant, leaseholder or sub-leaseholder of a recipient of Assistance, provided that said company or person employs at least 25 persons and occupies property or uses equipment or property that is improved or developed as a result of Assistance, after the effective date of this Chapter; and

**(d) Covered Employer"** means the City of Cambridge or a Beneficiary of Assistance, but does not include a Covered Building Services Employer.

**(e) "Covered Employee"** means:

- (1) a person employed by the City of Cambridge except for persons in those positions listed in Section 2.121.040(j) of this ordinance; and
- (2) a person, other than a Covered Building Service Employee, employed by a Covered Employer, or a person employed by an independent contractor doing business with a Covered Employer, who would directly expend any of his or her time on the activities funded by the contract or the activities for which the Beneficiary received the Assistance, except for persons in those positions listed in Section 2.121.040(j) of this ordinance.

**(f) "Living Wage"** has the meaning stated in Section 2.121.030.

**(g) "Person"** means one or more of the following or their agents, employees, servants, representatives, and legal representatives: individuals, corporations, partnerships, joint ventures, associations, labor organizations, educational institutions, mutual companies, joint-stock companies, trusts, unincorporated organizations, trustees, trustees in bankruptcy, receivers, fiduciaries, and all other entities recognized at law by the Commonwealth of Massachusetts.

**(h) "Service Contract"** means a contract let to a contractor by the City of Cambridge for the furnishing of services, to or for the City, except contracts where services are incidental to the delivery of products,

equipment or commodities. A contract for the purchase or lease of goods, products, equipment, supplies or other property is not a “service contract” for the purposes of this definition.

**(i) “Service Subcontract”** means a subcontract primarily for the furnishing of services, to or for a recipient of Assistance, except where services are incidental to the delivery of products, equipment or commodities. A contract for the purchase or lease of goods, products, equipment, supplies or other property is not a “service subcontract” for the purposes of this definition.

**(j) “Covered Building Service Employee”** means any person performing building service work for a Covered Building Service Employer, either directly or through a contract or subcontract.

**(k) “Building Services” or “Building Service Work”** means work performed in connection with the cleaning of buildings and security guard services.

**(l) “Covered Building Service Contract”** means a contract or subcontract to provide Building Services to the City of Cambridge or any of its departments or subdivisions.

**(m) “Covered Building Service Contractor” or “Covered Building Service Employer”** means an entity providing Building Services on a Covered Building Service Contract or subcontract with the City or any of its departments or subdivisions.

**(n) “Standard Compensation”** has the meaning stated in Section 2.121.040.

#### **2.121.030 Living Wage.**

**(a) Applicability.** Covered Employers shall pay no less than the Living Wage to their employees.

**(b) Amount of wage.** The Living Wage shall be calculated on an hourly basis and shall be no less than \$10.00, subject to adjustment as provided herein. The Living Wage shall be upwardly adjusted each year no later than March first in proportion to the increase at the immediately preceding December 31 over the year earlier level of the Annual Average Consumer Price Index for All Urban Consumers (CPI -U) Boston--Lawrence-Salem, MA - NH, as published by the Bureau of Labor Statistics, United States Department of Labor applied to \$10.00.

**(c) No reduction in collective bargaining wage rates.** Nothing in this Chapter shall be read to require or authorize any beneficiary to reduce wages set by a collective bargaining agreement.

**(d) Cuts in non-wage benefits prohibited.** No Beneficiary will fund wage increases required by this Chapter, or otherwise respond to the provisions of this Chapter, by reducing the health, insurance, pension, vacation, or other non-wage benefits of any of its employees.

#### **2.121.040 Standard Compensation**

**(a) Applicability.** Covered Building Services Employers shall pay no less than the Standard Compensation to Covered Building Service Employees.

**(b) Standard Compensation** shall include the standard hourly rate of pay for the relevant classification.



**(c) Amount.**

(i) The “Standard Hourly Rate of Pay” for Covered Building Service Employees other than for security guards shall be the greatest of the following:

(1) The Living Wage rate as defined in 2.121.030; or

(2) the prescribed rate of wages as determined by the director of the department of labor standards pursuant to section 27H of chapter 149 of the General Laws of Massachusetts;

(ii) The “Standard Hourly Rate of Pay for security guards” shall be the greatest of the following:

(1) The Living Wage rate as defined in 2.121.030; or

(2) the prescribed rate of wages as determined by the director of the department of labor standards pursuant to section 3 of chapter 195 of the Massachusetts Acts of 2014; or

(3) the hourly rate paid to workers in the relevant classification under a preceding Building Service Contract.

(iii) The Standard Hourly Rate of Pay for Covered Building Service Employees other than for security guards shall be annually adjusted to be no less than the greatest of the following:

(1) the previous hourly rate of pay increased by the annual percentage difference between the current Boston-Lawrence-Salem, MA - NH Consumer Price Index (CPI) for all items for All Urban Consumers and the same CPI for the same month of the previous year, or

(2) the current prescribed rate of wages as determined by the director of the department of labor standards pursuant to section 27H of chapter 149 of the General Laws of Massachusetts.

(iv) The Standard Hourly Rate of Pay for security guards shall be annually adjusted to be no less than the greatest of the following:

(1) the previous hourly rate of pay increased by the annual percentage difference between the current Boston-Lawrence-Salem, MA - NH Consumer Price Index (CPI) for all items for All Urban Consumers and the same CPI for the same month of the previous year, or

(2) the current prescribed rate of wages as determined by the director of the department of labor standards pursuant to section 3 of chapter 195 of the Massachusetts Acts of 2014.

(v) “Standard Benefits” for Covered Building Service Employees other than for security guards shall be an hourly supplement furnished by a Covered Building Service Employer to a Covered Building Service Employee in one of the following ways: (1) in the form of health and other benefits (not including paid leave) that cost the Covered Building Service Employer the entire required hourly supplemental amount; (2) by providing a portion of the required hourly supplement in the form of health and other benefits (not including paid leave) and the balance in cash; or (3) by providing the entire supplement in cash. The

required hourly supplemental rate shall be equal to the greatest of the following: (1) the monetary value of the health and other benefits (not including paid leave) provided under the prescribed rate of wages as determined by the director of the department of labor standards pursuant to section 27H of chapter 149 of the General Laws of Massachusetts; or (2) twenty percent (20%) of the standard hourly rate of pay.

(vii) "Standard Benefits for security guards" shall be an hourly supplement furnished by a Covered Building Service Employer to a Covered Building Service Employee in one of the following ways: (1) in the form of health and other benefits (not including paid leave) that cost the Covered Building Service Employer the entire required hourly supplemental amount; (2) by providing a portion of the required hourly supplement in the form of health and other benefits (not including paid leave) and the balance in cash; or (3) by providing the entire supplement in cash. The required hourly supplemental rate shall be equal to the greatest of the following: the monetary value of the health and other benefits (not including paid leave) provided under the prescribed rate of wages as determined by the director of the department of labor standards pursuant to section 3 of chapter 195 of the Massachusetts Acts of 2014; or (2) twenty percent (20%) of the standard hourly rate of pay.

(viii) For the purposes of this section, "benefits" shall not include workers compensation or other legally mandated insurance, nor shall it include the value of any benefit for which the Covered Building Service Employee is eligible, but for which no payment is actually made by a Covered Building Service Employer to the Covered Building Service Employee or to any other party on the Covered Building Service Employee's behalf, because the Covered Building Service Employee either does not actually utilize or does not elect to receive the benefit for any reason

(ix) Standard benefits for Covered Building Service Employees other than for security guards shall be adjusted annually to be no less than equal to the value of the greatest of the following: (1) the value of the previous standard benefits increased by the annual percentage difference between the current Boston-Lawrence-Salem, MA - NH Consumer Price Index (CPI) for all items for All Urban Consumers and the same CPI for the same month of the previous year, or (2) the current monetary value of the health and other benefits (not including paid leave) provided under the prescribed rate of wages as determined by the director of the department of labor standards pursuant to section 27H of chapter 149 of the General Laws of Massachusetts.

(x) Standard benefits for security guards shall be adjusted annually to be no less than equal to the value of the greatest of the following: (1) the value of the previous standard benefits increased by the annual percentage difference between the current Boston-Lawrence-Salem, MA - NH Consumer Price Index (CPI) for all items for All Urban Consumers and the same CPI for the same month of the previous year, or (2) the current monetary value of the health and other benefits (not including paid leave) provided under the prescribed rate of wages as determined by the director of the department of labor standards pursuant to section 3 of chapter 195 of the Massachusetts Acts of 2014.

## **2.121.050           Waivers and Exceptions.**

**(a) Waivers.** A Covered Employer may request that the City Manager grant a partial or whole waiver to the requirements of this Chapter. There shall be no waivers or exceptions made with respect to the Standard Compensation for Covered Building Service Employees.

**(b) General Waivers.** Waivers may be granted where application of this Chapter to a particular form of Assistance is found by the City Solicitor to violate a specific state or federal statutory, regulatory or constitutional provision or provisions, and the City Manager approves the waiver on that basis.

**(c) Hardship Waivers for certain not- for-profit employers.** An employer, who has a contract with the City of Cambridge which is not subject to the provisions of G.L. c. 30B, may apply to the City Manager for a specific waiver where payment of the Living Wage by a not-for-profit Covered Employer would cause a substantial hardship to the Covered Employer.

**(d) Chapter 30B contract waivers.** Prior to issuing an invitation for bids for a procurement contract subject to the provisions of G.L. c. 30B, any Applicable Department may apply to the City Manager for a waiver of the application of the Living Wage to the contract where payment of the Living Wage by a Covered Employer would make it inordinately expensive for the City to contract for the services or would result in a significant loss of services, because the contracted work cannot be segregated from the other work of the Covered Employer.

**(e) General Waiver Request Contents.** All General Waiver requests shall include the following:

- (1) The nature of the Assistance to which this Chapter applies;
- (2) The specific or official name of the Assistance and Assistance program, the statutory or regulatory authority for the granting of the Assistance, and a copy of that authority;
- (3) The conflicting statutory, regulatory, or constitutional provision or provisions that makes compliance with this Chapter unlawful, and a copy of each such provision; and
- (4) A factual explication and legal analysis of how compliance with this Chapter would violate the cited provision or provisions, and the legal consequences that would attach if the violation were to occur.

**(f) Hardship Waiver Request Contents.** All Hardship Waiver requests shall include the following:

- (1) The nature of the Assistance to which this Chapter applies;
- (2) A detailed explanation of why payment of the Living Wage would cause a substantial hardship to the Covered Employer; and
- (3) A statement of proposed wages below the Living Wage.

**(g) Chapter 30B Contract Waiver Request Contents.** A Chapter 30B contract waiver request shall include the following:

- (1) The nature of the Assistance to which this Chapter applies;
- (2) A detailed explanation of why the contracted work cannot be segregated from the other work of the bidding Covered Employers thereby making the cost of the contract with the payment of the Living Wage inordinately expensive or would result in a significant loss of services;

**(h) Community Advisory Board review and recommendation regarding waiver requests.** The Community Advisory Board, as described in Section 2.121.070 of this ordinance, shall consider waiver requests along with their supporting documentation and analysis, and may hold a public hearing to consider the views of the public before making a recommendation to the City Manager regarding the waiver request. For a hardship waiver, the Community Advisory Board shall offer an opportunity to be

heard to employees of the Covered Employer. After reviewing the recommendation of the Community Advisory Board, the City Manager may approve and grant or deny all or part of a request. The City Manager may in his or her discretion grant a temporary hardship waiver pending the hearing before the Community Advisory Board. For Chapter 30B contract waivers, the Community Advisory Board shall make its recommendation to the City Manager no more than thirty days after it is notified of the request for a Chapter 30B contract waiver.

**(i) Terms of exceptions.** If an employer is subject to this Chapter as a result of its receipt of more than one kind of Assistance covered by this Chapter, and if the City Manager grants a waiver with respect to one form of Assistance, the City Manager need not find that this Chapter is inapplicable to the employer with respect to another form of Assistance received by the employer.

**(j) Exceptions.** The following positions will be excepted from the requirement of the payment of the Living Wage upon certification in an affidavit in a form approved by the Applicable Department and signed by a principal officer of the Covered Employer that the positions are as follows:

- (1) youth hired pursuant to a city, state, or federally funded program which employs youth as defined by city, state, or federal guidelines, during the summer, or as part of a school to work program, or in other related seasonal or part-time program;
- (2) work-study or cooperative educational programs;
- (3) trainees who are given a stipend or wage as part of a job training program that provides the trainees with additional services, which may include, but are not limited to, room and board, case management, or job readiness services.
- (4) persons working in a recognized supported employment program that provides workers with additional services, which may include, but are not limited to, room and board, case management, counseling, or job coaching;
- (5) positions where housing is provided by the employer;
- (6) employees who are exempt from federal or state minimum wage requirements; and
- (7) individuals employed by the City of Cambridge where the employment of such individuals is intended primarily to provide a benefit or subsidy to such individuals, although the City is compensating them for work performed.

## **2.121.060 Notification Requirements.**

All Applicable Departments shall provide in writing an explanation of the requirements of this ordinance in all requests for bids for service contracts and to all persons applying for Assistance as defined by this ordinance. All persons who have signed a service contract with the City of Cambridge or a contract for Assistance shall forward a copy of such requirements to any person submitting a bid for a subcontract on the Assistance contract.

All Covered Building Service Contracts and all solicitations for Building Services issued by the City of Cambridge or any of its departments or subdivisions, shall contain a provision indicating the number of hours or work required and stating the Standard Compensation for the relevant classification that is applicable to the Covered Building Service Employees and shall contain a stipulation that the Covered

building Service employees shall be paid not less than the Standard Compensation for the relevant classifications.

All requests for proposals or other solicitations and all specifications for Building Service Work, shall include specific reference to this chapter, shall state the required number of hours, and shall require prospective building service contractors to submit pricing on a standard worksheet furnished by the City that specifies the components of hourly pricing for the duration of the contract.

## **2.121.070 Duties of Covered Employers.**

### **(a) Notification Requirements.**

Covered employers and Covered Building Service Employers shall provide each Covered employee with a fact sheet about this ordinance and shall post a notice about the ordinance in a conspicuous location visible to all employees. The fact sheet and poster shall be provided to the Covered Employer by the Applicable Department and shall include:

- (1) notice of the Living Wage amount and notice of the Standard Compensation amount;
- (2) a summary of the provisions of this ordinance;
- (3) a description of the enforcement provisions of the ordinance;
- (4) the name, address, and phone number of a person designated by the Applicable Department to whom complaints of noncompliance with this ordinance should be directed.

**(b) Contract for Assistance.** At the time of signing a contract for assistance with the City of Cambridge or with a Beneficiary, or a Covered Building Service Contract, the contract must include the following:

- (1) the name of the program or project under which the contract or subcontract is being awarded;
- (2) a local contact name, address, and phone number for the Beneficiary;
- (3) a written commitment by the Beneficiary to pay all Covered Employees not less than the Living Wage or Standard Wage if applicable, as subject to adjustment under this ordinance and to comply with the provisions of this ordinance;
- (4) a list of Covered Employees and Covered Building Service Employees under the contract with the employees' job titles;
- (5) a list of all subcontracts either awarded or that will be awarded to Beneficiaries with funds from the Assistance. Upon signing any subcontracts, the Covered Employer shall forward a copy of the subcontract to the Applicable Department.

**(c) Maintenance of payroll records.** Each Covered Employer shall maintain payrolls for all Covered Employees and basic records relating thereto and shall preserve them for a period of three years. The records shall contain the name and address of each employee, the job title and classification, the number of hours worked each day, the gross wages, deductions made, actual wages paid, and copies of social security wage and withholding reports, and evidence of payment thereof and such other data as may be required by the Applicable Department from time to time.

**(d) Applicable Department duties.** The Applicable Department shall cause investigations to be made as

may be necessary to determine whether there has been compliance with this Ordinance. The Applicable Department shall report the findings of all such investigations to the Community Advisory Board.

**(e) Covered Employer to cooperate.** The Covered Employer shall submit payroll records on request to the Applicable Department. The Covered Employer shall permit City representatives to observe work being performed upon the work site, to interview employees and to examine the books and records relating to the payrolls being investigated to determine payment of wages.

**(f) City Assistance Reports.** Each Applicable Department shall file a City Assistance Report with the City Manager and the Community Advisory Board by July 31 of each year. The report shall include, for each Assistance package or contract approved during the preceding fiscal year:

- (1) the name of the Applicable Department (awarding agency), the name of the specific program under which the Assistance was awarded, and the origin of funds for Assistance;
- (2) a description of the purpose or project for which the Assistance was awarded;
- (3) the name, address, and phone number of a local contact person for the Covered Employer;
- (4) the total cost to the City of Assistance provided to each Beneficiary, including both face-value of Assistance, as well as revenue not collected as a result of the Assistance.

**(g) Payroll reporting.** Every six (6) months, a Covered Building Service Employer, shall file with the City a complete certified payroll showing the Covered Building Service Employer's payroll records for each Covered Building Service Employee. Upon request, the Covered Building Service Employer shall produce for inspection and copying the payroll records for any or all applicable Covered Building Service Employees for the prior three (3) year period.

**(h) Transitional Employment Period.** The City shall give advance notice to a Covered Building Service Contractor and any collective bargaining representative of the Covered Building Service Contractor that a Covered Building Service Contract will be terminated, and the City shall also provide the name, address, and telephone number of the successor Covered Building Service Contractor or contractors where known. The terminated Covered Building Service Contractor shall, within five (5) days after receipt of such notice, provide to the successor Covered Building Service Contractor, the name, address, date of hire, and employment occupation classification of each employee employed at the site or sites covered by the building service contract at the time of receiving said notice. If a successor Covered Building Service Contractor has not been identified by the City by the end of the five (5) day pay period, the terminated Covered Building Service Contractor shall provide the information to the City, at the same time that the terminated contractor shall provide each affected employee with notice of his/her right to obtain employment with the successor Covered Building Service Contractor.

A successor Covered Building Service Contractor or subcontractor where applicable shall retain for a 90-day transitional employment period all employees who were employed by the terminated Covered Building Service Contractor and its subcontractors at the building(s) covered by the terminated contract. This requirement shall not apply in the event the City chooses to employ building service employees directly.

If at any time the successor Covered Building Service Contractor determines that fewer employees are required to perform the new service contract than had been performing such services under the terminated contract, the successor Covered Building Service Contractor shall retain the employees by seniority within

job classification. Except for such layoffs, during the 90-day transition period, the successor Covered Building Service Contractor shall not discharge without cause an employee. During the 90-day transition period, the successor Covered Building Service Contractor shall maintain a preferential hiring list of those employees not retained from which the successor contractor or its subcontractors shall hire additional employees.

#### **2.121.080      Community Advisory Board.**

**(a) Purpose.** The purpose of the Community Advisory Board shall be to review the effectiveness of this Ordinance at creating and retaining Living Wage jobs, to make recommendations to the City Manager regarding the granting of Waivers to Covered Employers, to review the implementation and enforcement of this ordinance, and to make recommendations from time to time in connection therewith.

**(b) Composition.** The Community Advisory Board shall be composed of nine members and shall include representatives of labor unions, community organizations and the business community. All members will be appointed by the City Manager. Members of the Board shall serve a three-year term. Whenever a vacancy shall occur the City Manager shall appoint a replacement within thirty days of said vacancy.

**(c) Meetings.** The Community Advisory Board shall meet quarterly and in special session as required. All meetings of the Board shall be open to the public and will allow for public testimony on the uses of the City Assistance generally, and on specific instances of Assistance or proposed Assistance as received or sought by individual enterprises.

**(d) Conflict of Interest.** No member of the Community Advisory Board shall participate in any proceeding concerning a Beneficiary, a Covered Employer or a Covered Employee, or applicant for waiver or exemption, if the member or any member of his or her immediate family has a direct or indirect financial interest in the outcome of said proceeding.

#### **2.121.090      Enforcement.**

**(a) Enforcement powers.** In order to enforce this Chapter, the Applicable Department may, with the approval and assistance of the City Solicitor, issue subpoenas, compel the attendance and testimony of witnesses and production of books, papers, records, and documents relating to payroll records necessary for hearing, investigations, and proceedings. In case of failure to comply with a subpoena, the City may apply to a court of appropriate jurisdiction for an order requiring the attendance and testimony of witnesses and the productions of books, papers, records, and documents. Said court, in the case of a refusal to comply with any such subpoena, after notice to the person subpoenaed, and upon finding that the attendance or testimony of such witnesses or the production of such books, papers, records, and documents, as the case may be, is relevant or necessary for such hearings, investigation, or proceedings, may issue an order requiring the attendance or testimony of such witnesses or the production of such documents and any violation of the court's order may be punishable by the court as contempt thereof.

**(b) Complaint procedures.** An employee who believes that he or she is a Covered Employee or an applicant for a position to be filled by a Covered Employee who believes that his or her employer is not complying with requirements of this Chapter applicable to the employer may file a complaint with the Applicable Department or with the Community Advisory Board. Complaints of alleged violations may also be filed by concerned citizens or by the City Council. Complaints of alleged violations may be made at any time, but in

no event more than three years after the last date of alleged violation, and shall be investigated promptly by the Applicable Department. Statements written or oral, made by an employee, shall be treated as confidential and shall not be disclosed to the Covered Employer without the consent of the employee.

**(c) Investigations and hearings.** The Applicable Department shall investigate the complaint, and may, in conjunction with the City Solicitor, and in accordance with the powers herein granted, require the production by the employer of such evidence as required to determine compliance. Prior to ordering any penalty the applicable Department shall give notice to the employer and conduct a hearing. If at any time during these proceedings, the employer voluntarily makes restitution of the wages not paid to the employee making the complaint and to any similarly situated employees, by paying all back wages owed plus interest at the average prior year Massachusetts passbook savings bank rate, or otherwise remedies the violation alleged if the violation involves matters other than wages, then the Applicable Department shall thereafter dismiss the complaint against the employer.

**(d) Remedies.** In the event that the Applicable Department, after notice and hearing, determines that any Covered Employer has failed to pay the Living Wage rate or has otherwise violated the provisions of this Chapter, the Applicable Department may order any or all of the following penalties and relief:

- (1) Fines up to the amount of \$300 for each Covered Employee for each day that the Covered Employer is in violation of this Ordinance, except if the violation was not knowing and willful, then the total fine shall not exceed the amount of back wages plus interest owed;
- (2) Suspension of ongoing contract and subcontract payments;
- (3) Ineligibility for future City Assistance for up to three years beginning when all penalties and restitution have been paid in full. In addition, all Covered Employers having any principal officers who were principal officers of a barred beneficiary shall be ineligible under this section; and
- (4) Any other action deemed appropriate and within the discretion and authority of the city. Remedies in this section shall also apply to the party or parties aiding and abetting in any violation of this chapter.

**(e) Private right of action.** Any Covered Employee, or any person who was formerly employed by a Beneficiary, may bring an action to enforce the provisions of this Chapter to recover back pay and benefits, attorneys fees and costs, by filing suit against a Beneficiary in any court of competent jurisdiction.

**(f) Remedies herein non-exclusive.** No remedy set forth in this Chapter is intended to be exclusive or a prerequisite for asserting a claim for relief to enforce the right granted under this Chapter in a court of law. This Chapter shall not be construed to limit an employee's right to bring a common law cause of action for wrongful termination.

**(g) Retaliation and discrimination barred.** A Covered Employer shall not discharge, reduce the compensation or otherwise retaliate against any employee for making a complaint to the City, otherwise asserting his or her rights under this Chapter, participating in any of its proceedings or using any civil remedies to enforce his or her rights under the Chapter. The City shall investigate allegations of retaliation or discrimination and shall, if found to be true, after notice and a hearing, order appropriate relief as set out in paragraphs (c) and (d) herein.



**2.121.100 Severability.**

In the event any provision of this ordinance shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provisions hereof.

**2.121.110 Effective Date.**

This law shall be effective sixty (60) after final passage.

In City Council December 21, 2015.

Passed to be ordained by a yeas and nays vote:-

Yeas 9; Nays 0; Absent 0; Present 0.

Attest:- Donna P. Lopez, City Clerk.

A true copy;

ATTEST:-

Donna P. Lopez  
City Clerk

The Living Wage Ordinance (2.121) provides, at 1.121.030(b) that the wage shall be upwardly adjusted each year no later than March 1<sup>st</sup> in proportion to the increase in the Annual Average Consumer Price Index for the prior calendar year for All Urban Consumers (CPI-U) in the Boston area, as published by the federal Bureau of Labor Statistics.

For calendar year 1999, the CPI-U increased by 2.5%. Therefore the new living wage, as of March 1, 2000 is \$10.25.

For calendar year 2000, the CPI-U increased by 4.3%. Therefore the new living wage, as of March 1, 2001 is \$ 10.68.

For calendar year 2001, the CPI-U increased by 4.3%. Therefore the new living wage, as of March 1, 2002 is \$11.11.

For calendar year 2002, the CPI-U increased by 2.6%. Therefore the new living wage, as of March 1, 2003 is \$11.37.

The City Council has voted to amend the section of the Living Wage Ordinance (1.121.030 (b) that provides the method for calculating cost of living increases each year. As a result of this change, the living wage as of March 30, 2003 is \$11.44.

For calendar year 2003, the CPI-U increased by 3.76%. Therefore the new living wage, as of March 1, 2004 is \$11.87.

For calendar year 2004, the CPI-U increased by 2.7%. Therefore the new living wage, as of March 1, 2005 is \$12.19.

For calendar year 2005, the CPI-U increased by 3.3%. Therefore the new living wage, as of March 1, 2006 is \$12.59.

For calendar year 2006 the CPI-U increased by 3.1 %. Therefore the new living wage, as of March 1, 2007 is \$12.98.

For calendar year 2007 the CPI-U increased by 1.9 %. Therefore the new living wage, as of March 1, 2008 is \$13.23.

For calendar year 2008 the CPI-U increased by 3.5 %. Therefore the new living wage, as of March 1, 2009 is \$13.69.

For calendar year 2009 the CPI-U decreased by .67 %. Therefore the new living wage, as of March 1, 2010 will remain at \$13.69.

For calendar year 2010 the CPI-U increased by 1.57%. Therefore the new living wage, as of March 1, 2011 is \$13.90.

For calendar year 2011 the CPI-U increased by 2.71%. Therefore the new living wage, as of March 1, 2012 is \$14.28.

For calendar year 2012 the CPI-U increased by 1.58%. Therefore the new living wage, as of March 1, 2013 is \$14.51.

For calendar year 2013 the CPI-U increased by 1.37%. Therefore the new living wage, as of March 1, 2014 is \$14.71.

For calendar year 2014 the CPI-U increased by 1.61%. Therefore the new living wage, as of March 1, 2015 is \$14.95.

For calendar year 2015 the CPI-U increased by .06%. Therefore the living wage, as of March 1, 2016 is \$15.04.

For calendar year 2016 the CPI-U increased by 1.47%. Therefore the new living wage, as of March 1, 2017 is \$15.26.

For calendar year 2017 the CPI-U increased by 2.51%. Therefore the new living wage, as of March 1, 2018 is \$15.64.

For calendar year 2018 the CPI-U increased by 3.29%. Therefore the new living wage, as of March 1, 2019 is \$16.15.

For calendar year 2019 the CPI-U increased by 1.91%. Therefore the new living wage, as of March 1, 2020 is \$16.46.

For calendar year 2020 the CPI-U increased by 1.13%. Therefore the new living wage, as of March 1, 2021 is \$16.65.

**CHAPTER 2.112 CITY CONTRACTS,**  
**SECTION 2.112.080**  
**TRUCK SAFETY ORDINANCE**

**2.112.081 - Short Title.**

Sections 2.112.081 to 2.112.089 may be cited as the “Truck Safety Ordinance” of the City of Cambridge.

**2.112.082 Declaration of findings and policy – Scope.**

The City Council hereby finds that the provisions of these sections are intended to promote the public purpose of effectively protecting Vulnerable Road Users, as defined in Section 2.112.083 below, against the risks associated with sharing the road with Large Vehicles, as defined in Section 2.112.083 below. These sections seek to minimize the potential for injury to Vulnerable Road Users, specifically relating to falling under the sides of or being caught under the wheels of Large Vehicles.

**2.112.083 Definitions.**

The following words shall for the purposes of these sections, unless the context clearly requires otherwise, have the following meanings:

- A. “City” shall mean the City of Cambridge.
- B. “City Solicitor” shall mean the city solicitor for the City of Cambridge.
- C. “City Vendor” shall mean any individual, firm, business, consultant, contractor, or supplier of goods and/or services to the City of Cambridge, or any subcontractors, employees or agents thereof.
- D. “Contract” shall mean any contract executed between the City and a City Vendor for \$10,000 or more for goods, services, design or construction.
- E. “DPW Commissioner” shall mean the Commissioner of the Department of Public Works or his or her designee.
- F. “Large Vehicle” shall mean any Class 3 or above motor vehicle, trailer, semi-trailer or semi-trailer unit, with a gross vehicle weight rating (GVWR) exceeding 10,000 pounds, and are able to travel at speeds more than 15 miles per hour.
- G. “Purchasing Agent” shall mean the purchasing agent for the City of Cambridge.

- H. "TPT Director" shall mean the Director of the Traffic, Parking & Transportation Department or his or her designee.
- I. "Vulnerable Road User" shall mean (a) a pedestrian, including but not limited to those persons actually engaged in work upon a way, or in work upon utility facilities along a way, or engaged in the provision of emergency services within the way, or (b) a person operating a bicycle, handcycle, tricycle, skateboard, roller skates, in-line skates, moped, other non-motorized or electric personal mobility or recreational device other than an automobile or motorcycle, wheelchair, personal assistive mobility device, horse-drawn carriage, motorized bicycle, motorized scooter, farm tractor, agricultural trailer, or similar vehicle designed primarily for farm use, or other motorized vehicle which has a maximum speed of less than 20 miles per hour, or (c) a person riding an animal.

#### **2.112.084 Applicability.**

- A. These sections shall apply to every Large Vehicle used by a City Vendor while under a City Contract, except as provided in Section C below.
- B. The City, through its Purchasing Department, shall require that all City Contracts with City Vendors for supplies, services, design and/or construction in the amount of \$10,000 a year or more shall include a provision requiring compliance with these sections and all associated rules and regulations promulgated hereunder.
- C. The provisions of these sections shall not apply to:
  - 1. A motor vehicle which has a maximum speed not exceeding fifteen (15) mph;
  - 2. A fire apparatus;
  - 3. An emergency medical vehicle;
  - 4. A vehicle which is being driven or towed to a place whereby previous arrangement has been scheduled to install any safety requirements for large vehicles such that it complies with these sections;
  - 5. Vehicles used by City Vendors solely for the purpose of snow clearance or removal;
  - 6. Vehicles used by City Vendors solely for the purpose of street sweeping;
  - 7. Vehicles used by City Vendors solely for the purpose of street paving.

#### **2.112.085 Requirements for Large Vehicles.**

- A. All Large Vehicles subject to the provisions of these sections shall be equipped with convex mirrors, cross-over mirrors, decals, and side under-ride guards affixed to the sides of Large Vehicles in a manner consistent with these sections.

- B. The DPW Commissioner and the TPT Director shall have the authority to promulgate regulations to accomplish any of the provisions of these sections, including but not limited to required specifications for convex mirrors, cross-over mirrors, decals, and side under-ride guards affixed to the sides of Large Vehicles.
- C. As future technical innovations to improve safety for Vulnerable Road Users become available, the DPW Commissioner and the TPT Director may research and test such technical innovations, and update any rules and regulations promulgated hereunder consistent with such research and tests.

#### **2.112.086 Enforcement.**

Any violation of any provision of these sections by a City Vendor shall constitute a breach of the subject contract the City Vendor has with the City and will be considered a default under such contract with the City, and shall subject the City Vendor to any and all penalties contained in such contract. Any violations of these sections shall be reported to the Purchasing Agent and the City Solicitor.

#### **2.112.087 Waiver.**

- A. If the Purchasing Agent believes that extenuating circumstances exist which would prevent any City Vendor(s) from complying with the provisions of these sections, the Purchasing Agent, upon the recommendation of both the DPW Commissioner and the TPT Director, may approve a waiver of some or all of the requirements of these sections prior to issuing an invitation for bids for any procurement contract.
- B. If the DPW Commissioner and the TPT Director believe that extenuating circumstances exist which would prevent a City Vendor from complying with the provisions of these sections for a specific delivery or operation, the DPW Commissioner and TPT Director may approve a limited waiver of the requirements of these sections for the specific delivery or operation not to exceed one month.
- C. Waivers will be issued in a form and manner consistent with the provisions of these sections and the rules and regulations promulgated hereunder.

## **2.112.088 Conformity with Existing State and Federal Law and Severability**

These sections shall be implemented in conformity with all applicable provisions of federal, state and local laws, and the provisions of these sections are severable; if any provision, or portion thereof, should be held to be unconstitutional or otherwise invalid by any court of competent jurisdiction, such unconstitutionality or invalidity shall not affect the remaining provisions, which shall remain in full force and effect.

## **2.112.089 Effective Date**

The effective date of these sections shall be six months from enactment.

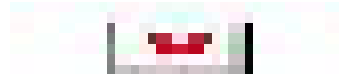
In City Council November 9, 2020.

Ordained by a yeas and nays vote:-

Yeas 9; Nays 0; Absent 0.

Attest:- Anthony I. Wilson, City Clerk

A true copy;



ATTEST:-

Anthony I. Wilson  
City Clerk

## **City of Cambridge Truck Safety Ordinance Regulations**

The City of Cambridge Commissioner for Public Works (the “DPW Commissioner”) and the City of Cambridge Director of Traffic, Parking and Transportation (the “TPT Director”) hereby adopt the following Truck Safety Ordinance Regulations pursuant to the Truck Safety Ordinance, Chapter 2.112, Section 2.112.080 of the Cambridge Municipal Code (“Truck Safety Ordinance” or “Ordinance”). The provisions of the Truck Safety Ordinance, including but not limited to the definitions contained in the Ordinance, shall apply to these regulations. Additionally, for purposes of these Regulations a “Side Under-Ride Guard” shall mean a piece of equipment that is installed on a Large Vehicle between the front and rear wheels to help prevent injuries to Vulnerable Road Users, and particularly to protect against the risk of falling under the side of the vehicle and being caught under the wheels of the vehicle.

1. All Large Vehicles subject to the provisions of the Truck Safety Ordinance shall be equipped with convex mirrors, cross-over mirrors, decals, and Side Under-Ride Guards affixed to the sides of Large Vehicles in a manner consistent with the specifications detailed in Section 2 below.
2. The following technical specifications shall be met in order for equipment to meet the provisions of the Truck Safety Ordinance for Side Under-Ride Guards, convex mirrors, convex cross-over mirrors, and safety decals.

### **2.1 Side Under-Ride Guards**

#### **(a) Equipping Large Vehicles with Side Under-Ride Guards**

Large Vehicles must be constructed or equipped in such a way as to offer, throughout their length, effective protection to Vulnerable Road Users against the risk of falling under the side of the vehicle and being caught under the wheels of the vehicle. This requirement may be considered satisfied:

- 1) if the Large Vehicle is equipped with Side Under-Ride Guards in accordance with the requirements of Section 2.1(b) and depicted in diagram (1) below, or if
- 2) the Large Vehicle is designed and/or equipped such that by virtue of its shape and characteristics, its component parts can be incorporated and/or regarded as a replacement for the Side Under-Ride Guards, but the component parts’ combined functions must satisfy the requirements set out in Section 2.1(b) and diagram (1) below.

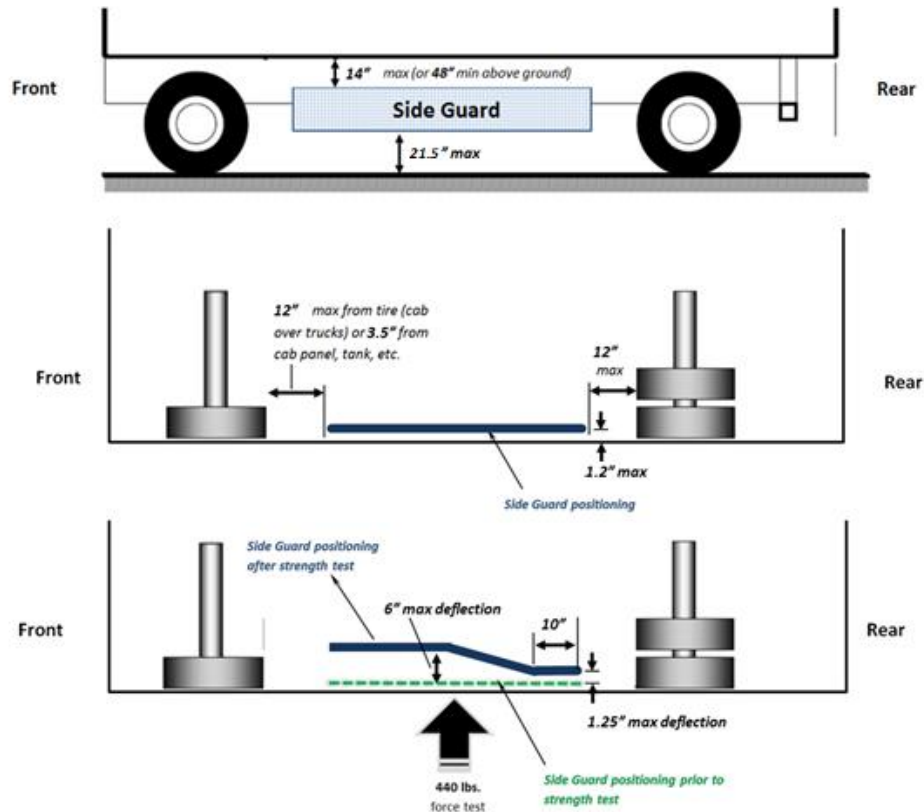
## (b) Technical Specifications

Side Under-Ride Guards may use horizontal rails or a continuous flat surface that meets the following requirements:

- 1) The lower edge of Side Under-Ride Guards shall at no point be more than twenty-one and one-half (21.5") inches above the ground. It is preferred that the lower edge be no more than thirteen and eight tenths (13.8") inches above the ground.
- 2) The upper edge of Side Under-Ride Guards shall be no more than fourteen (14") inches below the structure of the vehicle as shown in the top schematic in diagram (1), which on a vertical plane must be tangential to the outer surface of the tires, as shown in the middle schematic in diagram (1).
- 3) The rear and forward edges of Side Under-Ride Guards shall not be more than twelve (12") inches from the tire on the wheel immediately adjacent to the Side Under-Ride Guards, as shown in the middle schematic in diagram (1).
- 4) Every Side Under-Ride Guard shall be essentially rigid and securely mounted and shall not be subject to loosening due to vibration in normal use of the vehicle. Side Under-Ride Guards shall be capable of withstanding a force of 440 pounds applied perpendicularly to any part of its surface by the center of a ram the circular face of which is not more than eight and one half (8.5") inches in diameter.
- 5) No part of a Side Under-Ride Guard shall be subject to deflection by more than six (6") inches by the ram referenced above, as shown in the bottom schematic in diagram (1), and
- 6) No part of a Side Under-Ride Guard which is less than ten (10") inches from its rear edge shall be subject to deflection by more than one and one quarter (1.25") inches from the ram referenced above, as shown in the bottom schematic in diagram (1).



DIAGRAM (1)



## 2.2 Convex Mirrors

Large Vehicles must be equipped with convex mirrors to enable the operator of the Large Vehicle to see all points on an imaginary horizontal line which is three (3') feet above the road, starting from five (5') feet directly behind the placement of the convex mirror, and which view extends rearward beyond the full length of such large vehicle on both the left and right sides of the Large Vehicle.

## 2.3 Cross-Over Mirrors

Large Vehicles must be equipped with a convex cross-over mirror on the front of the vehicle to enable the operator of the Large Vehicle to see any person or object at least three (3') feet tall passing in front of the vehicle.

## 2.4 Safety Decals

Large Vehicles must be equipped with a minimum of two (2) safety decals on the rear of the Large Vehicle, two (2) safety decals on the left side of the Large

Vehicle, and two (2) safety decals on the right side of the Large Vehicle, that warn Vulnerable Road Users of blind spots, with the following requirements:

- (a) Decals must be "safety yellow" in color.
- (b) Decals must include language or images warning of the blind spot locations on the vehicle.
- (c) Decals on the sides of Large Vehicle must be placed on or within one (1') foot of the Side Under-Ride Guards.

### 3. Compliance

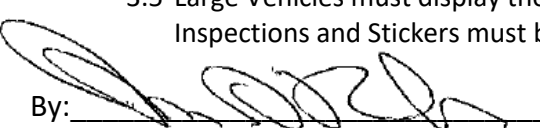
3.1 All Large Vehicles subject to the Ordinance and these Regulations shall comply with these Regulations and the City of Boston Code of Ordinances, Chapter 4, Section 4-8, and shall have all convex mirrors, cross-over mirrors, Side Under-Ride Guards, and decals inspected and approved by the City of Boston Inspectional Services Department. Upon successful completion of the inspection and approval by the City of Boston, all Large Vehicles shall be affixed with the City of Boston Inspectional Services Department's compliance certification sticker ("Sticker").

3.2 A fee to cover the costs associated with the City of Boston's inspection and Sticker shall be determined by the City of Boston Commissioner of the Inspectional Services Department and paid by the applicant / owner of the Large Vehicle.


3.3 Certification and receipt of the City of Boston Sticker must occur prior to any delivery of supplies, services, design and /or construction within the City of Cambridge by any Large Vehicle subject to the requirements of the Ordinance and these Regulations.

3.4 Any Large Vehicle that already has a current City of Boston Sticker does not need to submit to further inspection by the City of Boston Inspectional Services Department until two years has passed since its original certification, unless the convex mirrors, cross-over mirrors, Side Under-Ride Guards, or decals have been damaged, worn, removed, replaced or modified in any way since the last inspection.

3.5 Large Vehicles must display their Sticker, which shall denote the year of inspection. Inspections and Stickers must be updated biennially.

By:   
Owen O'Riordan  
Commissioner of Public Works

Date: July 1st 2021

By:   
Joseph Barr  
Director of Traffic, Parking and Transportation

Date: July 1, 2021

**City of Cambridge  
Articles of Agreement**

**Commodity:**

**File Number:**

This agreement is made and entered into this \_\_\_\_\_, by and between the **City of Cambridge** ("the CITY"), a municipal corporation organized and existing under the laws of the Commonwealth of Massachusetts, and \_\_\_\_\_, existing under the laws of the State of \_\_\_\_\_ ("the Contractor").

**Address:**

**Telephone, Fax, E-mail:**

**Article I. Definition.** "This Contract" as used herein shall mean these Articles of Agreement and "the bid documents," which include, but are not limited to, the instructions to bidders, the Contractor's bid or proposal, the specifications, the general conditions, the requirements, the applicable addenda, and all documents and forms submitted with the Contractor's bid or proposal that were accepted by the City.

**Article II. Duration.** The Contractor shall commence the performance of this contract for the period beginning on \_\_\_\_\_ and ending on \_\_\_\_\_.

**Article III. Terms.** The Contractor agrees to provide the services all in accordance with the bid documents of (bid opening date) or (proposal if appropriate).

**Contract Value: \$**

**Article IV. Payment.** The City agrees to pay to Contractor the sum set forth in the Contractor's bid or proposal. **Contractor shall invoice department to which it provided the service, not the Purchasing Department.**

**Article V. Termination.** The following shall constitute events of default under this Contract requiring immediate termination: a) any material misrepresentation made by the Contractor, b) any failure by the Contractor to perform any of its obligations under this Contract including, but not limited to, the following: (i) failure to commence performance of this Contract at the time specified in this Contract due to a reason or circumstance within the Contractor's reasonable control, (ii) failure to perform this Contract with sufficient personnel and equipment or with sufficient material to ensure the completion of this Contract within the specified time due to a reason or circumstance within the Contractor's reasonable control, (iii) failure to perform this Contract in a manner reasonably satisfactory to the City, (iv) failure to promptly re-perform within reasonable time the services that were rejected by the City as erroneous or unsatisfactory, (v) discontinuance of the services for reasons not beyond the Contractor's reasonable control, (vi) failure to comply with a material term of this Contract, including, but not limited to, the provision of insurance and nondiscrimination, and (vii) any other acts specifically and expressly stated in this Contract as constituting a basis for termination of this Contract.

Except as otherwise provided in the Articles of Agreement, the City may terminate the contract upon seven days notice.

**Article VI. Damages.** From any sums due to the Contractor for services, the City may keep for its own the whole or any part of the amount for expenses, losses and damages as directed by the Purchasing Agent, incurred by the City as a consequence of procuring services as a result of any failure, omission or mistake of the Contractor in providing services as provided in this Contract.

**Article VII. Conflict.** In the event there is a conflict between these Articles and the bid documents, the bid documents shall supersede these articles.

**Article VIII. Governing laws and ordinances.** This Contract is made subject to all the laws of the Commonwealth and the Ordinances of the City and if any such clause thereof does not conform to such laws or ordinances, such clause shall be void (the remainder of the Contract shall not be affected) and the laws or ordinances shall be operative in lieu thereof. Vendor agrees that it shall comply with the Truck Safety Ordinance, contained in Section 2.112.080, et seq., of the Cambridge Municipal Code, and all associated rules and regulations promulgated thereunder, if this contract is for an amount equal to or in excess of \$10,000 per year.

**Article IX. Performance Security.** Upon execution of this Contract by the Contractor, the Contractor shall furnish to the City security for the faithful performance of this Contract in the amount of 0% of the value of the bid in the form of a performance bond issued by a surety satisfactory to the city or in the form of a certified check.

**Article X. Equal Opportunity.** the Contractor in the performance of all work under this contract will not discriminate on the grounds of race, color, sex, age, religious creed, disability, national origin or ancestry, sexual orientation, gender identity, marital status, family status, military status, or source of income in the employment practices or in the selection or retention of subcontractors, and in the procurement of materials and rental of equipment. The city may cancel, terminate or suspend the contract in whole or in part for any violation of this article.

**Article XI. Assignability.** the Contractor shall not assign, sell, subcontract or transfer any interest in this contract without prior written consent of the city.

**Article XII. Electronic Signatures.** This Contract and any amendments thereto may be executed in one or more counterparts, each of which shall be deemed to be an original and all of which, together, shall be deemed to be one and the same agreement or document. A signed copy of this Contract or any amendment thereto transmitted by facsimile, email or other means of electronic transmission, shall be deemed to have the same legal effect as delivery of an original executed copy of this Contract or such amendment for all purposes.

In witness whereof, the parties have hereto and to three other identical instruments set their hands the day and year first above written.

**The City:**

**The Contractor:**

\_\_\_\_\_  
**City Manager**

\_\_\_\_\_  
**Signature and Title**

\_\_\_\_\_  
**Purchasing Agent**

**Approved as to Form:**

\_\_\_\_\_  
**City Solicitor**